# Regular Meeting of the Madera City Council
# and
# Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

**205 W. 4th Street, Madera, California 93637**

## JOINT MEETING NOTICE AND AGENDA

**Wednesday, November 7, 2018**
**6:00 p.m.**

**Council Chambers**
**City Hall**

**CALL TO ORDER**

**ROLL CALL:** **Mayor Andrew J. Medellin**
**Mayor Pro Tem Jose Rodriguez, District 2**
**Council Member Cece Gallegos, District 1**
**Council Member William Oliver, District 3**
**Council Member Derek O. Robinson Sr., District 4**
**Council Member Charles F. Rigby, District 5**
**Council Member Donald E. Holley, District 6**

**INVOCATION:** Pastor Sammie Neely, Mount Zion Missionary Baptist

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

**PRESENTATIONS** Proclamation Promoting Small Business Saturday

**INTRODUCTIONS** None.

## A. WORKSHOP

A-1 City of Madera Groundwater Sustainability Agency Update on the Madera Sub-basin Groundwater Sustainability Plan (Presentation by David Merchen)

## B. CONSENT CALENDAR

B-1 Minutes – City & GSA 10/18/17, City 11/01/17 and 11/15/17

B-2 Warrant Disbursement Report 10/09/18 – 10/29/18 (Report by Tim Przybyla)

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

B-4 Consideration of Resolution Approving Agreement with Akel Engineering Group, Inc., for Hydraulic Modeling Services for the Water Storage Tank, Pump Station, and Transmission Main Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

B-5 Consideration of a Resolution Approving a Lease Agreement and Memorandum of Lease with AT&T Wireless for Antenna Space on the Madera Loy E Cook Water Tower and for an Equipment Pad Location on the Grounds Below the Water Tower and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Souders)

B-6 Consideration of a Resolution Approving Amendment No. 2 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Consideration of a Resolution Amending the City of Madera FY 2018/19 Budget for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects (Report by John Scarborough)

B-7 Consideration of a Resolution of the City Council of the City of Madera Declaring its Intention to Reimburse itself from the Proceeds of Debt Related to Financing the New Fire Station (Report by Tim Przybyla)

B-8 Consideration of a Resolution of the City Council of the City of Madera Adopting the November 2018 City of Madera Investment Policy (Report by Tim Przybyla)

B-9 Consideration of a Resolution Approving a Memorandum of Understanding Between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Sign the Memorandum (Report by Wendy Silva)

B-10 Consideration of a Resolution Approving Agreement for Purchase and Sale of Real Property with the Property Owner, Authorizing the Mayor to Execute the Agreement, Acceptance of Easement Deed and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deed for the Olive Avenue Widening and Reconstruction Project Between Gateway Drive and Knox Street (Report by Keith Helmuth)

B-11 Consideration of a Resolution Approving Lexis Advance Subscription Amendment for Online Research Services with Lexis Nexis and Authorizing the Mayor to Execute the Amendment and any Documents Necessary to Effectuate the Amendment (Report by Brent Richardson)

B-12 Consideration of a Minute Order Approving Designation of Community Development Director as Acting City Manager for Purposes of Execution of Documents and Taking of Actions Routinely Performed by City Manager Pending Appointment of New City Manager (Report by Brent Richardson)

## C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

C-1 A Noticed Public Hearing and Consideration of Resolutions Authorizing the Annexation of Property into Community Facilities District 2005-01 (CFD), Levying a Special Tax Associated with the CFD, Calling for and Conducting a Special Election Addressing Annexation into the CFD, Certifying the Results of the Election and Adding Territory to the CFD (Report by Chris Boyle)

C-2 Second Reading and Consideration of Adoption of an Ordinance Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code Relating to Speed Limits in Certain Zones (Report by Keith Helmuth)

C-3 A Noticed Public Hearing and Consideration of Adoption of a Resolution of the City Council of the City of Madera Adopting the Madera County Local Hazard Mitigation Plan and Incorporating the Madera County Local Hazard Mitigation Plan by Reference into the Health and Safety Element of the 2009 General Plan (Report by Chris Boyle)

C-4 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 0.69 Acres of Land Located at the Southeast Corner of the Intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District (APN: 006-360-016) (Report by Chris Boyle)

C-5 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Prezoning Approximately Twenty Acres Located on the West Side of Stadium Road South of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APN: 034-070-011) (Report by Chris Boyle)

C-6 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Prezoning Two Parcels Encompassing Approximately Twenty Acres Located on the West Side of Stadium Road North of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APNs: 034-070-067 and 068) (Report by Chris Boyle)

C-7 Public Hearing and Consideration of Resolution Establishing the Formation of Rule 20B Underground Utility District No. 19 in Designated Real Property Located Within and Adjacent to the Olive Avenue Widening Project between Gateway Drive and Knox Street (Report by Keith Helmuth)

C-8 Consideration Of:

1) A Resolution Awarding a 3-Year Agreement with Two Optional One-Year Extensions for City of Madera Transit Services to MV Public Transportation, Inc., for a Total Price not to Exceed $7,257,301; and,

2) A Resolution Approving a Lease Agreement with MV Public Transportation, Inc. for Property at the Intermodal Building, and Authorize the Mayor to Execute the Necessary Documents on Behalf of the City (Report by Ivette Iraheta)

C-9 A. Consideration of a Resolution Amending the Classification Plan to Replace the City Administrator Job Classification with the City Manager Job Classification and Setting the Salary Range for the City Manager

B. Consideration of a Resolution Approving an At Will Employment Agreement with Arnoldo Rodriguez to Serve as City Manager of the City of Madera (Report by Wendy Silva)

## D. WRITTEN COMMUNICATIONS

D-1 Consideration of a Written Request by the Madera Evening Lions Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Candlelight Christmas Parade (Report by Josiah Arnold)

## E. ADMINISTRATIVE REPORTS

There are no items for this section.

## F. COUNCIL REPORTS

## G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: David Merchen, Andy Medellin, Jose Rodriguez, Donald Holley
Unrepresented Positions: City Attorney and City Clerk

G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) - 1 case

G-4 Closed Session Report – City Attorney

**ADJOURNMENT** – Next regular meeting November 21, 2018

*[continued on next page]*

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
- Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the Regular Meeting of the Madera City Council and the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency for November 7, 2018, near the front entrances of City Hall at 4:30 p.m. on November 1, 2018.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

# Madera City Council Agenda 11/07/18
# Agenda Item A-1

## City of Madera Groundwater Sustainability Agency Update on the Madera Sub-basin Groundwater Sustainability Plan

**There is no written report for this item.**

Return to Agenda

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|---|---|
| Item: | B-1 |
| Minutes for: | 10/18/17 |
| City Adopted: | 11/07/18 |
| GSA Adopted: | 11/07/18 |
| MPFA Adopted: | _____ |

# MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

# SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

# SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

# CITY OF MADERA, CALIFORNIA

**October 18, 2017**
**6:00 p.m.**

**Council Chambers**
**City Hall**

**CALL TO ORDER** - The meeting was called to order at 6:00 p.m.

**ROLL CALL:**

**Present:** **Mayor/Chairperson Andrew J. Medellin**
**Mayor Pro Tem/Vice Chairperson Cece Foley Gallegos, District 1**
**Council/Board Member Jose Rodriguez, District 2**
**Council/Board Member Donald E. Holley, District 6**
**Council/Board Member Derek O. Robinson Sr., District 4**
**Council/Board Member William Oliver, District 3**
**Council/Board Member Charles F. Rigby, District 5**

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Financial Services Manager Susan O'Haro and Accountant II Lyann Huang.

Mayor Medellin thanked Council and staff for wearing pink in support of Breast Cancer Awareness Month and awareness for all types of cancer.

**INVOCATION:** Pastor David Votaw, Harvest Community Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the Pledge of Allegiance.

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Elizabeth Wisener with the Community Action Partnership of Madera County distributed flyers for the upcoming Homeless Awareness Day. She also distributed a save the date flyer for the annual Homeless Point in Time Count scheduled January 23rd through the 25th.

Khalid Chaudhry, business owner in Madera, shared information on the Political Review publication reporting on the fiscal condition of the City. He also spoke regarding the cost of executive salaries, laying off people, the effect on services and suggested the City consolidate departments.

Mayor Medellin closed the public comment.

**PRESENTATIONS** Proclamation in Recognition of Ms. Loretta Castro's Long Time Service to the City of Madera Transit Advisory Board

Mayor Medellin presented Loretta Castro with a proclamation for her over 40 years of service on the Transit Advisory Board. Ms. Castro thanked everyone for the recognition.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR – REGULAR MEETING**

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

No items were pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

B-1 Minutes – 12/21/16

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 9/25/17 – 10/08/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for StorMax Real Estate Holdings, LLC, A California Limited Liability Company (Report by Keith Helmuth)

**RES. NO. 17-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR STORMAX REAL ESTATE HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-5 Consideration of a Resolution Approving a Sales Agreement for the Acquisition of Real Property at the Southeast Corner of East Yosemite Avenue and Tozer Street for Parcel A and Parcel B (Portions of APN 008-110-009) Accepting an Easement Deed and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 17-160 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA APPROVING A SALES AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY AT THE SOUTHEAST CORNER OF EAST YOSEMITE AVENUE AND TOZER**

**STREET FOR PARCEL A AND PARCEL B (PORTIONS OF APN 008-110-009) ACCEPTING AN EASEMENT DEED AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

B-6 Consideration of a Resolution Ratifying a Revised Application for Transportation Development Act-Local Transportation Funds for Fiscal Year 2017/18 (Report by Keith Helmuth)

**RES. NO. 17-161 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING A REVISED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2017/18**

B-7 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a $1000.00 Donation to the Madera Police Department (Report by Steve Frazier)

B-8 Consideration of a Minute Order Rejecting the Claim Filed by Joseph Crown (Report by Wendy Silva)

## C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

**C-1 A. Second Reading and Consideration of Adoption of an Ordinance Amending Certain Sections of Chapter 1 of Title II of the Madera Municipal Code Pertaining to Council Meeting Agendas**

**B. Consideration of a Resolution Amending the City Council Meeting Agenda Policy** (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, FURTHER READING WAS WAIVED, AND ITEM C-1A, ORD. NO. 945 C.S. WAS ADOPTED BY A ROLL CALL VOTE OF 4-3. AYES: COUNCIL MEMBERS RODRIGUEZ, OLIVER, FOLEY GALLEGOS, ROBINSON. NOES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, RIGBY.**

**ORD. 945 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE PERTAINING TO COUNCIL MEETING AGENDAS**

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-1B, RES. NO. 17-162, WAS ADOPTED BY A ROLL CALL VOTE OF 4-3. AYES: COUNCIL MEMBERS RODRIGUEZ, OLIVER, FOLEY GALLEGOS, ROBINSON. NOES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, RIGBY.**

**RES. NO. 17-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE CITY COUNCIL MEETING AGENDA POLICY**

**C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 1.4 Acres of Property Located at 733 and 743 Linden Street from the PD-1500 (Planned Development) Zone District to the PD-2000 (Planned Development) Zone District. (APNs: 006-360-013 and 014)** (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 946 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**ORD. 946 C.S.** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 1.4 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF LINDEN STREET (733 AND 743 LINDEN STREET), APPROXIMATELY 650 FEET NORTH OF THE INTERSECTION OF LINDEN STREET AND SUNSET AVENUE, FROM THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-2000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

**C-3 Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately 40 Acres of Land Located at the Southeast Corner of Tozer Street (Road 28) and Sunrise Avenue (Avenue 14½) to the PF (Public Facilities) Zone District** (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READY WAS WAIVED, AND ITEM C-3, ORD. NO. 947 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**ORD 947 C.S.** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP PREZONING APPROXIMATELY FORTY ACRES LOCATED AT THE SOUTHEAST CORNER OF TOZER STREET AND SUNRISE AVENUE TO THE PF (PUBLIC FACILITY) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

**C-4 Consideration of a Resolution of the Ground Water Sustainability Agency Approving a Memorandum of Understanding with Respect to the Preparation of a Groundwater Sustainability Plan within the Madera Subbasin and Authorizing the Mayor to Execute the Memorandum of Understanding on Behalf of the City** (GSA - Report by Dave Merchen)

Community Development Director David Merchen presented the report. Mr. Merchen advised that of the seven Groundwater Sustainability Agencies, the New Stone Water District will stand on their own. The remaining will work on a plan under the memorandum of understanding but ultimately the two plans will need to mesh together.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, GSA RES. NO. 17-01, WAS ADOPTED BY A ROLL CALL VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, OLIVER, RIGBY, FOLEY GALLEGOS, ROBINSON. NOES: COUNCIL MEMBER RODRIGUEZ.**

**GSA RES. NO. 17-01** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE CITY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE**

**PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN WITHIN THE MADERA SUBBASIN**

**C-5 A. Consideration of a Resolution of the City Council of the City of Madera Approving the Debt Management Policy** (City)

**B. Consideration of a Resolution of the Madera Public Financing Authority Approving the Debt Management Policy** (MPFA) (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-5A, RES. NO. 17-163 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 17-163 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE DEBT MANAGEMENT POLICY**

**ON MOTION BY AUTHORITY MEMBER RIGBY, AND SECONDED BY AUTHORITY MEMBER OLIVER, ITEM C-5B, MPFA RES. NO. 17-03, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**MPFA RES. NO. 17-03 RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING THE DEBT MANAGEMENT POLICY**

**D. WRITTEN COMMUNICATIONS**

**D-1 Mid Valley Disposal Quarterly and Informational Report Regarding Solid Waste** (Annette Kwock)

Annette Kwock with Mid Valley Disposal presented their first and second quarter reports which included an overview on commercial site visits, load checks, interaction and participation in the community, City clean up report, tonnage reports, frequently asked questions, upcoming events, and progress on implementing recycling services for businesses per CalRecycle's AB 341.

**E. ADMINISTRATIVE REPORTS**

**E-1 City of Madera Transit Updates Following June 2017 Workshop** (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented the report. The report included information on the FY 2016/17 budget, ridership, public outreach, college route expansion, transit fares, new transit facility, technology, partnership with Madera Unified for CNG fueling, and training for dispatch and drivers.

Recess 7:35 p.m. to 7:41 p.m.

**E-2 Quarterly Budget Review and Expenditure Reduction Recommendations** (Report by David Tooley)

City Administrator David Tooley and the Director of Financial Services Tim Przybyla presented the report.

**COUNCIL MEMBER RIGBY MADE A MOTION TO ADOPT STAFF RECOMMENDATIONS FOR BUDGET REDUCTIONS AS OUTLINED IN THE REPORT TO COUNCIL, EXCLUDING THE MECHANIC III POSITION IN FLEET AND FACILITIES MAINTENANCE POSITION; AND REDUCE COUNCIL'S CONFERENCE BUDGET BY 50% FOR REMAINDER OF THE FISCAL YEAR. THE MOTION WAS SECONDED BY COUNCIL MEMBER RODRIGUEZ AND THE MOTION FOR ITEM E-2 PASSED BY A**

**ROLL CALL VOTE OF 4-3. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, RIGBY, FOLEY GALLEGOS. NOES: COUNCIL MEMBERS HOLLEY, OLIVER, ROBINSON.**

## F. COUNCIL REPORTS

Council Member Rodriguez reported that he received a call from one of his constituents requesting a four way stop or traffic signal on Almond and Granada.

Council Member Rodriguez announced that the Madera Leo Club is holding a talent show tomorrow. He added that today is also his birthday.

Council Member Oliver reported on his attendance at the Fillmore Neighborhood Watch annual block party.

Council Member Oliver reported on his attendance at the Madera County Farm Bureau annual meeting held in Chowchilla.

Council Member Robinson reported on his attendance at the League of Cities General Membership meeting. The program was on immigration and sanctuary cities.

Council Member Rigby reported on the collection of PODS showing up throughout the City and related Code Enforcement follow up with Fed Ex.

Council Member Holley shared that he was a judge at the Madera High School Homecoming Parade.

Mayor Medellin thanked his colleagues for sharing their support by wearing pink.

Mayor Medellin commended the Grant Administrator Ivette Iraheta on the Downtown Caltrans Planning Grant.

Mayor Medellin reported that attendance at the first meetings for neighborhood watch is up. He also commended the Police Department on their participation.

Mayor Medellin reported that he participated with SIU (Special Investigations Unit) in reading to a first-grade class.

## G. CLOSED SESSION

**G-1 Closed Session Announcement** – City Attorney

The Council adjourned to closed session at 9:33 p.m. to discuss items G-2 and G-3 as listed on the agenda.

**G-2 Conference with Legal Counsel – Existing Litigation.** Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera
MCV073252

**G-3 Conference with Legal Counsel – Anticipated Litigation.** Significant exposure to litigation pursuant to Government Code §54956.9 (d)(2) - 1 case

**G-4 Closed Session Report** – City Attorney

The Council returned from closed session at 10:01 p.m. with all members present.

Item G-2 – No reportable action.

Item G-3 – The City Attorney announced that the Council unanimously voted to resolve the case for $8,253 to satisfy the claim.

**ADJOURNMENT** - The meeting was adjourned at 10:03 p.m. Next regular meeting 10/04/17.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

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|---|---|
| Item: | B-1 |
| Minutes for: | 11/01/17 |
| Adopted: | 11/07/18 |

# MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

**November 01, 2017**
**6:00 p.m.**

**Council Chambers**
**City Hall**

**CALL TO ORDER** - The meeting was called to order at 6:00 p.m.

**ROLL CALL:**

**Present:** **Mayor Andrew J. Medellin**
**Mayor Pro Tem Cece Foley Gallegos, District 1**
**Council Member Jose Rodriguez, District 2**
**Council Member Donald E. Holley, District 6**
**Council Member Derek O. Robinson Sr., District 4**
**Council Member William Oliver, District 3**
**Council Member Charles F. Rigby, District 5**

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Park Planning Manager John Scarborough, and Division Fire Chief David Allen.

**INVOCATION:** Pastor Sammie Neely, Mount Zion Baptist Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the Pledge of Allegiance.

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No comments were offered.

## A. WORKSHOP

There are no items for this section.

## B. CONSENT CALENDAR – REGULAR MEETING

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

No items were pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

B-1 Minutes – 12/07/16, 1/04/17, 2/01/17

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 10/09/17 - 10/22/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Authorizing the Use of Unmanned Aircraft Systems (Report by Wendy Silva)

**RES. NO. 17-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE USE OF UNMANNED AIRCRAFT SYSTEMS**

B-5 Consideration of a Resolution Approving an Increase in Water Conservation Rebates (Report by Dave Randall)

**RES. NO. 17-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING INCREASE IN WATER CONSERVATION REBATES**

B-6 Consideration of a Minute Order Declaring Certain Property to be Surplus (Report by Rosa Hernandez)

B-7 Consideration of a Resolution of the City Council of the City of Madera Adopting the November 2017 City of Madera Investment Policy (Report by Tim Przybyla)

**RES. NO. 17-166 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE NOVEMBER 2017 CITY OF MADERA INVESTMENT POLICY**

## C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

**C-1 Public Hearing and Consideration of Introduction of an Ordinance Deleting in its Entirety Title X, Chapter 3, Section 513 (Secondary Dwelling Units) of the Madera Municipal Code and Replacing it with Title X, Chapter 3, Section 513 (Accessory Dwelling Units), and Amending Subsection 10-3.504.1 (R; Uses Allowed With Zoning Administrator Permit) in order to Address Recently Adopted State Laws, AB 2299 (Bloom) and SB 1069 (Wieckowski)** (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, FURTHER READING WAS WAIVED, AND ITEM C-1, INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**INTRO. ORD. INTRODUCTION OF AN ORDINANCE AMENDING THE MADERA MUNICIPAL CODE DELETING IN ITS ENTIRETY TITLE X, CHAPTER 3, SECTION 513 (SECONDARY DWELLING UNITS) OF THE MADERA MUNICIPAL CODE AND REPLACING IT WITH TITLE X, CHAPTER 3, SECTION 513 (ACCESSORY**

**DWELLING UNITS), AND AMENDING SUBSECTION 10-3.504.1 (R; USES ALLOWED WITH ZONING ADMINISTRATOR PERMIT) IN ORDER TO ADDRESS RECENTLY ADOPTED STATE LAWS, AB 2299 (BLOOM) AND SB 1069 (WIECKOWSKI)**

**C-2 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 7,500 Square Feet Located on the West Side of North K Street, North of its Intersection with West Yosemite Avenue (118 North K Street) from the R2 (Medium Density Residential) to the R3 (High Density Residential) Zone District; and**

**Consideration of a Resolution Amending the General Plan Land Use Designation on Approximately 7,500 Square Feet Located on the West Side of North K Street, North of its Intersection with West Yosemite Avenue (118 North K Street) from the LD (Low Density Residential) Land Use Designation to the HD (High Density Residential) Land Use Designation (APN: 010-081-002)** (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

Mayor Medellin opened the public hearing.

Humberto Avila, residing at 118 N K St., stated he wants to keep the main house but also wants the opportunity to have apartments on his property in the future. He spoke in favor of approval of this action.

Mayor Medellin closed the public hearing.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, FURTHER READING WAS WAIVED, AND ITEM C-2, INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING AN APPROXIMATELY 7,500 SQUARE FOOT PARCEL LOCATED AT 118 NORTH K STREET FROM THE R2 (MEDIUM DENSITY RESIDENTIAL) ZONE DISTRICT TO THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-2, RES. NO. 17-167, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 17-167 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF ONE PARCEL ENCOMPASSING APPROXIMATELY 7,500 SQUARE FEET LOCATED AT 118 NORTH K STREET FROM THE LD (LOW DENSITY) GENERAL PLAN LAND USE DESIGNATION TO THE HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION AND REZONING OF THE PROPERTY FROM THE R2 (MEDIUM DENSITY RESIDENTIAL) ZONE DISTRICT TO THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT**

## D. WRITTEN COMMUNICATIONS

There are no items for this section.

## E. ADMINISTRATIVE REPORTS

**E-1 Consideration of a Proposal to Enter into a Grant Agreement with the Madera Unified School District for a Water Conservation Pilot Program to Install Central Capable Smart Irrigation Controllers** (Report by Dave Randall)

Community Development Director David Merchen presented the report. Sandon Schwartz with Madera Unified School District was also in attendance to answer questions.

The Council agreed to move forward with the grant agreement for a pilot program at Martin Luther King Middle School and directed staff to bring back an agreement for Council consideration.

## F. COUNCIL REPORTS

Council Member Robinson reported on his attendance at the press conference for the SB1 Infrastructure Road Repair and Bridges.

Council Member Robinson reported on his attendance at the Madera Ministerial Association Night Life event.

Mayor Pro Tem Foley Gallegos reported that she has been busy catching up on the neighborhood watch meetings. Meetings were delayed due to the heat.

Council Member Rigby reported on his attendance at the CALAFCO Conference in San Diego. He shared information regarding the desalinization plant in San Diego.

Council Member Holley reported on his attendance at the Parkwood neighborhood block party.

Council Member Holley commented on Channel 30's reporting of the shooting at McNally Park. He spoke to them and suggested that they also consider filming something good about the community.

Council Member Rodriguez reported on his visit to Ripperdan School. The school has invited other Council Members to visit the school as well.

Council Member Oliver reported on his attendance, along with other members of the Council and staff, at the Vision 2025 meeting. At the Tri-Agency meeting discussion centered around homelessness.

Mayor Medellin commented on the importance of partnerships and involvement in the community.

Council Member Holley announced that the Pomegranate Festival is this Saturday.

## G. CLOSED SESSION

**G-1 Closed Session Announcement** – City Attorney

The Council adjourned to closed session at 7:04 p.m. to discuss the items as listed on the agenda.

**G-2 PERSONNEL EVALUATION**--Pursuant to Government Code §54957

Position: City Clerk

**G-3 Conference with Legal Counsel – Pending Litigation** pursuant to Government Code §54956.9(d)(1)-1 case: Jason Valdez WCAB No. ADJ10713754

**G-4 Conference with Labor Negotiators** pursuant to Government Code §54957.6

Agency Designated Representatives: David Tooley & Wendy Silva

Employee Organizations: Operating Engineers Local Union No. 3

**G-5 Closed Session Report** – City Attorney

The Council returned from closed session at 8:10 p.m. with all members present.

Item G-2 – An ad hoc committee consisting of Council Members Holley and Rodriguez was appointed to meet with the City Clerk.

Items G-3 and G-4 - No reportable action.

Council Member Rodriguez commended Mayor Medellin on emceeing the talent show held two weeks ago.

Council Member Holley asked for prayers for his family due to funerals.

**ADJOURNMENT** - The meeting was adjourned at 8:12 p.m. Next regular meeting November 15, 2017.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

| | |
|---|---|
| Item: | B-1 |
| Minutes for: | 11/15/17 |
| Adopted: | 11/07/18 |

# MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

**November 15, 2017**
**6:00 p.m.**

**Council Chambers**
**City Hall**

**CALL TO ORDER** - The meeting was called to order at 6:00 p.m.

**ROLL CALL:**

**Present:** **Mayor Andrew J. Medellin**
**Mayor Pro Tem Cece Foley Gallegos, District 1**
**Council Member Jose Rodriguez, District 2**
**Council Member Donald E. Holley, District 6**
**Council Member Derek O. Robinson Sr., District 4**
**Council Member William Oliver, District 3**
**Council Member Charles F. Rigby, District 5**

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Lieutenant Brian Esteves, Program Manager Grants Jorge Rojas, Recreation and Community Programs Manager David Huff and Division Fire Chief David Allen.

**INVOCATION:** Pastor Sammie Neely, Mount Zion Baptist Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the Pledge of Allegiance.

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Kay Rhoads, business owner in Madera, spoke regarding the article in the paper regarding the big deficit, administration wages, and their prior request to City for funding for Friends of Madera Animal Shelter.

Khalid Chaudhry, business owner in Madera, stated he has the same issue as Ms. Rhoads and the cost of living adjustments.

Anthony Castillo, resident of Madera, spoke regarding pollution concerns.

Tom DaSilva, residing in Madera, spoke regarding the letter in the newspaper by Mr. Pistoresi about the inflated salaries and the sales tax increase just passed.

## PRESENTATIONS

1. Proclamation Promoting Small Business Saturday

Mayor Medellin recognized small business owners in attendance. He encouraged support of small business and proclaimed Saturday, November 25, 2017 as Small Business Saturday. He encouraged all to shop local.

2. Recognition of CSJVRMA Safety Award Recipient David Huff, Recreation & Community Programs Supervisor

Director of Human Resources Wendy Silva recognized David Huff, Recreation & Community Programs Manager, for the recent award he received for developing an Incident/Accident flow chart to assist staff with risk management. Mr. Huff thanked the Council for the recognition.

## A. WORKSHOP

There are no items for this section.

## B. CONSENT CALENDAR – REGULAR MEETING

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

City Administrator David Tooley declared a conflict of interest on item B-15 and the requested the item pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-15, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

B-1 Minutes – 02/15/17

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 10/23/17 – 11/05/17 (Report by Dave Randall)

B-4 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Monalisa J. Mata for a Neighborhood Stabilization Program 1 First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)

**RES. NO. 17-169** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR MONALISA J. MATA FOR A NEIGHBORHOOD STABILIZATION PROGRAM 1 FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA**

B-5 Consideration of a Resolution Approving Amendment #1 to the FY 2017-18 Site Management Contract Between the City and the Fresno-Madera Area Agency On Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City; and

Consideration of a Resolution Amending the FY 2017-18 General Fund/Org 10206218 - Senior Citizen Community Service Program Budget to Recognize $28,000 in Additional Revenue (Report by Mary Anne Seay)

**RES. NO. 17-170** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT #1 TO THE FY 2017-18 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY**

**RES. NO. 17-171** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FY 2017-18 GENERAL FUND/ORG 10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM BUDGET TO RECOGNIZE $28,000 IN ADDITIONAL REVENUE**

B-6 Consideration of a Resolution Approving Amendment #1 to the FY 2017-18 Adult Day Care (ADC) Contract Between the City and the Fresno-Madera Area Agency On Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Contract on Behalf of the City (Report by Mary Anne Seay)

**RES. NO. 17-172** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT #1 TO THE FY 2017-18 ADULT DAY CARE (ADC) CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY**

B-7 Consideration of a Resolution Approving a Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

**RES. NO. 17-173** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT**

B-8 Consideration of a Resolution Approving an Agreement with Accurint Crime Analysis to Track Crime Data and Authorizing the Mayor to Sign On Behalf of the City (Report by Daniel Foss)

**RES. NO. 17-174** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH ACCURINT CRIME ANALYSIS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-9 Consideration of a Resolution Accepting Public Utility Easement, Offered by Valley West Christian Center, A Non-Profit Religious Corporation, Located at 101 West Adell Street, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

**RES. NO. 17-175** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC UTILITY EASEMENT, OFFERED BY VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION, LOCATED AT 101 WEST ADELL STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-10 Consideration of a Resolution Accepting Street Easement Deed, Offered by Madera Unified School District, for the Virginia Lee Rose School Located at 1001 Lilly Street, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

**RES. NO. 17-176** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY MADERA UNIFIED SCHOOL DISTRICT, LOCATED AT 1001 LILLY STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-11 Consideration of a Resolution Accepting Street Easement Deed, Offered by CMSS Properties, LLC, A California Limited Liability Company, Located at 3211 Aviation Drive, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

**RES. NO. 17-177** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, LOCATED AT 3211 AVIATION DRIVE, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-12 Consideration of a Resolution Approving Program Supplement Agreement No. F056 for the Construction of Pedestrian Facilities Around Schools and Commercial Areas, City CIP Project Number R-62, Federal Project Number CML 5157 (108) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F056 on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 17-178** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F056 FOR THE CONSTRUCTION OF PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY CIP PROJECT NUMBER R-62, FEDERAL PROJECT NUMBER CML 5157 (108) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F056 ON BEHALF OF THE CITY**

B-13 Consideration of a Resolution Approving Program Supplement Agreement No. F055 for the Alley Paving Project at Various Locations, City CIP Project Number ALY-02, Federal Project Number CML 5157 (109) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F055 on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 17-179** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F055 FOR THE ALLEY PAVING PROJECT AT VARIOUS LOCATIONS, CITY CIP PROJECT NUMBER ALY-02, FEDERAL PROJECT NUMBER CML 5157 (109) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F055 ON BEHALF OF THE CITY**

B-14 Consideration of a Resolution Approving Program Supplement Agreement No. F057 for the Shoulder Paving Project on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project Number R-68, Federal Project Number CML 5157 (110) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F057 on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 17-180** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F057 FOR THE SHOULDER PAVING PROJECT ON GOLDEN STATE BLVD FROM PECAN AVENUE TO MADERA COMMUNITY HOSPITAL, CITY CIP PROJECT NUMBER R-68, FEDERAL PROJECT NUMBER CML 5157 (110) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F057 ON BEHALF OF THE CITY**

City Administrator David Tooley exited the Council Chambers for item B-15 and returned after action was taken.

*B-15 Consideration of Resolutions Approving Amendment No. 1 to the 2017/2018 Community Development Block Grant Agreements for Services as follows:(Report by Ivette Iraheta) [Item pulled for separate action.]*

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM B-15, RES. NOS. 17-181 THROUGH 17-187, WERE ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

B-15 Consideration of Resolutions Approving Amendment No. 1 to the 2017/2018 Community Development Block Grant Agreements for Services as follows: (Report by Ivette Iraheta)

A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care

**RES. NO. 17-181** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

B. The Madera County Workforce Investment Corporation for the Vocational Training/Certification Program

**RES. NO. 17-182** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

C. The Madera Coalition for Community Justice to Coordinate the Zocalo Madera Program

**RES. NO. 17-183** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COALITION FOR COMMUNITY JUSTICE**

D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors

**RES. NO. 17-184** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

E. The Housing Authority of the City of Madera for the Pomona Ranch Housing for the Homeless Project

**RES. NO. 17-185** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE HOUSING AUTHORITY OF THE CITY OF MADERA**

F. The City of Madera Engineering Department for the East Yosemite Avenue and Elm Street Traffic Signal Project

**RES. NO. 17-186** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

G. The City of Madera Engineering Department for the George Washington Elementary School Sidewalk Project

**RES. NO. 17-187** **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

B-16 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Compensation for Wastewater Treatment Plant Positions and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

**RES. NO. 17-188** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND OPERATING ENGINEERS LOCAL UNION NO. 3 RELATED TO COMPENSATION FOR WASTEWATER TREATMENT PLANT POSITIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT**

## C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

**C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 7,500 Square Feet Located on the West Side of North K Street, North of its Intersection with West Yosemite Avenue (118 North K Street) from the R2 (Medium Density Residential) to the R3 (High Density Residential) Zone District** (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 948 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**ORD. NO. 948 C.S.** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING AN APPROXIMATELY 7,500 SQUARE FOOT PARCEL LOCATED AT 118 NORTH K STREET FROM THE R2 (MEDIUM DENSITY RESIDENTIAL) ZONE DISTRICT TO THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

**C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Section 4-15.02 of Chapter 15 of Title IV of the Madera Municipal Code Pertaining to the Cultivation of Cannabis** (Report by Brian Esteves)

Lieutenant Brian Esteves presented the report.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

The introduction of an ordinance was read by title by the City Clerk.

On motion by Council Member Oliver, and seconded by Council Member Rodriguez, further reading was waived, and item C-2, the introduction of an ordinance, was adopted unanimously by a vote of 7-0.

Council Member Rigby suggested that staff bring back a report in June or July to review process.

**INTRO. ORD.** **INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING SECTION 2 OF CHAPTER 15 OF TITLE IV (4-15.02) OF THE MADERA MUNICIPAL CODE PERTAINING TO THE CULTIVATION OF CANNABIS**

## D. WRITTEN COMMUNICATIONS

**D-1 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking to have the City Cover Police and Public Works Costs in Conjunction with the Downtown Madera Lighted Christmas Parade** (Report by Steve Frazier)

Chief of Police Steve Frazier presented the report.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM D-1, THE REQUEST BY THE ORIGINAL MADERA KIWANIS CLUB SEEKING TO HAVE THE CITY COVER POLICE AND PUBLIC WORKS COSTS IN CONJUNCTION WITH THE DOWNTOWN MADERA LIGHTED CHRISTMAS PARADE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

## E. ADMINISTRATIVE REPORTS

**E-1 Discussion and Direction to Staff Regarding the Structure of the Development Impact Fee Program and Its Applicability to Public Agency Facility Projects** (Report by David Merchen)

Community Development Director David Merchen presented the report.

Council direction was given to include wording in the Development Impact Fee program, as it is created, to clarify specific school applicability and to further define how the fee program will be applied for public agency

building projects. In addition, for the pending projects, move forward with the reduction in fees and charges as suggested in the report to Council.

## F. COUNCIL REPORTS

Council Member Robinson reported on his attendance at the CalPERS board meeting.

Mayor Pro Tem Foley Gallegos reported that she has been busy with neighborhood watch.

Mayor Pro Tem Foley Gallegos reported on her attendance at the Veteran's ceremony. Council Members Holley and Rodriguez also attended. She asked anyone who is a veteran to stand and thanked them.

Council Member Rigby reported that they are getting ready to launch the Pomona Ranch project. Three families will move in this weekend and they hope to get four other families in by December. Mayor Medellin commented that this is about giving them a hand up.

Council Member Holley reported that he served as a judge at the Rose Elementary Spelling Bee.

Council Member Holley reported that the Second Missionary Baptist Church had their 96th church anniversary. Mayor Medellin and Mayor Pro Tem Foley Gallegos also attended.

Council Member Holley announced that the VA Hospital is holding a memorial service on Saturday at 10:00 a.m. to honor veterans.

Council Member Rodriguez reported on his attendance at the Local Childcare and Development Planning Council.

Council Member Rodriguez wished everyone a Happy Thanksgiving.

Council Member Oliver reported on his attendance at the first Riverview Drive Neighborhood Watch meeting. Mayor Medellin and Mayor Pro Tem Gallegos also attended.

Council Member Oliver reported on his attendance at the San Joaquin River Conservancy meeting. He provided an overview on the approval of the final Environmental Impact Report for the Eaton Trail Extension Project.

Mayor Medellin stated they are close to 90 neighborhoods for neighborhood watch.

Mayor Medellin announced that the graduation for the 8th Citizen Academy Class is tomorrow evening.

Mayor Medellin announced that today they held the first academy for high school students.

## G. CLOSED SESSION

**G-1 Closed Session Announcement** – City Attorney

The Council adjourned to closed session at 7:43 p.m. to discuss items G-2 and G-3 as listed on the agenda.

**G-2 Conference with Labor Negotiators** pursuant to Government Code §54957.6

Agency Designated Representatives: David Tooley & Wendy Silva

Employee Organizations: Operating Engineers Local Union No. 3
Madera Police Officers' Association
Mid-Management Employee Group

Law Enforcement Mid-Management Group

**G-3** **Conference with Legal Counsel – Anticipated Litigation**. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9. (1 case)

**G-4** **Closed Session Report** – City Attorney

The Council returned from closed session at 9:06 p.m. with all members present.

Items G-2 and G-3 - No reportable action.

**ADJOURNMENT** - The meeting was adjourned at 9:07 p.m. Next regular meeting December 6, 2017.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

City of Madera

Council Meeting Of November 07, 2018
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/07/2018

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

October 9th, 2018 to October 29th, 2018

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

| | | | |
|---|---|---|---|
| General Warrant: | 19596 - 19803 | $ | 2,711,113.81 |
| Wire Transfer | Union Bank Payroll and Taxes | $ | 618,997.78 |
| Wire Transfer | SDI | $ | 2,229.83 |
| Wire Transfer | Cal Pers | $ | 864,035.43 |

Respectfully submitted,

Tim Przybyla
Financial Services Director

**CITY OF MADERA**
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**
**October 29th, 2018**

| CHECK | PAY DATE | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 19596 | 10/12/2018 | A & E INDUSTRIAL CLEANING EQUIPMENT | TRAILER MOUNTED PRESSURE WASHER W/HOSE REEL | 30,236.67 |
| 19597 | 10/12/2018 | ADMINISTRATIVE SOLUTIONS INC. | FUNDS ON DEPOSIT FOR MEDICAL CLAIMS SEPTEMBER 2018 | 40,000.00 |
| 19598 | 10/12/2018 | AKEL ENGINEERING GROUP, INC. | UPDATE STORM DRAIN MASTER PLAN | 498.00 |
| 19599 | 10/12/2018 | AMERITAS LIFE INSURANCE CORP. | NOVEMBER 2018 DENTAL INSURANCE | 15,297.88 |
| 19600 | 10/12/2018 | AT&T | 09/18 CALNET 3 SVS | 2,023.03 |
| 19601 | 10/12/2018 | AT&T | 09/18 CALNET 3 SVS | 579.26 |
| 19602 | 10/12/2018 | CALIFORNIA DELTA MECHANICAL | REFUND FEES FOR CANCELLED PERMIT #20181882 | 36.62 |
| 19603 | 10/12/2018 | SUNRUN INSTALLATION SERVICES | REFUND FEES FOR CANCELLED PERMIT #20181443 | 160.82 |
| 19604 | 10/12/2018 | CALIFORNIA BANK & TRUST | COMMERCIAL LOAN PMT ACCT 1400752006086530001 | 62,511.32 |
| 19605 | 10/12/2018 | CALIFORNIA BANK & TRUST | COMMERCIAL LOAN PMT ACCT 1400752006086530002 | 164,361.67 |
| 19606 | 10/12/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | DOJ FINGERPRINT APPS - SEP 2018 | 256.00 |
| 19607 | 10/12/2018 | CITY OF MADERA | MULCH REBATE APPLY TO ACCT 9891896 | 3.60 |
| 19608 | 10/12/2018 | CITY OF MADERA | DRIP IRRIGATION REBATE APPLY TO ACCT 9921687 | 17.26 |
| 19609 | 10/12/2018 | CITY OF MADERA | MULCH REBATE APPLY TO ACCT 9921687 | 40.00 |
| 19610 | 10/12/2018 | CITY OF MADERA | DRIP IRRIGATION REBATE APPLY TO ACCT 9891896 | 77.63 |
| 19611 | 10/12/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCT 6725051 | 100.00 |
| 19612 | 10/12/2018 | CITY OF MADERA | TOILET & INSTALL REBATE APPLY TO ACCT 9917816 | 200.00 |
| 19613 | 10/12/2018 | CITY OF MADERA | CLOTHES WASHER REBATE APPLY TO ACCT 9919272 | 200.00 |
| 19614 | 10/12/2018 | CITY OF MADERA | DISHWASHER REBATE APPLY TO ACCT 9918244 | 200.00 |
| 19615 | 10/12/2018 | CITY OF MADERA | DISHWASHER REBATE APPLY TO ACCT 9912644 | 200.00 |
| 19616 | 10/12/2018 | CITY OF MADERA | TOILET X2 REBATE APPLY TO ACCT 9892547 | 200.00 |
| 19617 | 10/12/2018 | CITY OF MADERA | CLOTHES WASHER REBATE APPLY TO ACCT 9891359 | 200.00 |
| 19618 | 10/12/2018 | CITY OF MADERA | TOILET X3 REBATE APPLY TO ACCT 9371011 | 300.00 |
| 19619 | 10/12/2018 | CORELOGIC INFORMATION SOLUTIONS INC | METRO SCAN SEPTEMBER 2018 | 150.00 |
| 19620 | 10/12/2018 | CORRPRO COMPANIES, INC. | YEARLY WATER TOWER INSPECTION | 785.00 |
| 19621 | 10/12/2018 | CUSHMAN CONTRACTING CORPORATION | WWTP REHAB PROJECT PMT #3 SEPTEMBER 2018 | 196,801.11 |
| 19622 | 10/12/2018 | DATAPROSE, LLC | SEP 2018 STATEMENTS/ NEWSLETTERS/ 48HR NOTICES | 9,601.75 |
| 19623 | 10/12/2018 | DIAMOND COMMUNICATIONS | OCT 2018 TELEPHONE ANSWERING SVS-SEWER LIFT PLANT | 115.00 |
| 19624 | 10/12/2018 | FRESNO REPROGRAPHICS | LF DIGITAL & BINDERY FOR YOSEMITE/ELM TRAFFIC LGHT | 74.23 |
| 19625 | 10/12/2018 | GQ INVESTMENT GROUP INC | FUND A CDBG SMALL BUSINESS LOAN | 26,969.00 |
| 19626 | 10/12/2018 | LSA ASSOCIATES, INC | VILLAGE D EIR - PROFESSIONAL SVS AUG 2018 | 5,369.83 |
| 19627 | 10/12/2018 | MADERA CLUBHOUSE REST. | JOINT MTG-MADERA/CHOWCHILLA/MADERA CO BOARDS | 1,609.58 |
| 19628 | 10/12/2018 | MADERA DOWNTOWN ASSOC. | FY 18/19 QTR#1 ASSESSMENTS PAYABLE | 5,769.88 |
| 19629 | 10/12/2018 | MADERA TRIBUNE | BID AD FOR WELL 10/28/17-11/04/17 & LMD NOTICE 7/21/18 | 680.25 |
| 19630 | 10/12/2018 | MADERA UNIFIED SCHOOL DISTRICT | TRANSIT & VEHICLE CNG FUEL AUGUST 2018 | 2,567.33 |
| 19631 | 10/12/2018 | MNJ TECHNOLOGIES DIRECT, INC. | DOCKING STATIONS FOR NOTEBOOK/TABLET | 475.47 |
| 19632 | 10/12/2018 | MUNISERVICES, LLC | LTC DISCOVERY - SEPTEMBER 2018 | 177.60 |
| 19633 | 10/12/2018 | MUNISERVICES, LLC | STAR CA SVS - 1ST QTR 2018 | 1,400.31 |
| 19634 | 10/12/2018 | PACIFIC GAS & ELECTRIC | 09/18 SVS 1598348280-1 & 5225647713-5 | 55.94 |
| 19635 | 10/12/2018 | MACIEL, NORMA | PARK DEPOSIT REFUND - ROTARY PAVILION | 50.00 |
| 19636 | 10/12/2018 | SAUCEDO-GARCIA, OLGA | PARK DEPOSIT REFUND - POOL | 100.00 |
| 19637 | 10/12/2018 | PIERCE CONSTRUCTION | ASPHALT PAVING (ALLEY) SYCAMORE/CLINTON & I ST/9TH ST | 56,816.00 |
| 19638 | 10/12/2018 | QUINN COMPANY | NEW CAT XQ125 TRAILER MOUNTED | 71,784.95 |
| 19639 | 10/12/2018 | ROBINSON, DEREK | MILEAGE REIMBURSE-LOCC ANNUAL CONF 9/12-9/14/18 | 286.67 |
| 19640 | 10/12/2018 | SERVICEMASTER BY J&C BROWN | JANITORIAL SVS - OCTOBER 2018 | 13,121.31 |
| 19641 | 10/12/2018 | STATE WATER RESOURCES CONTROL BOARD | WATER SYSTEM ENFORCEMENT FEES - F/Y 17/18 | 176.00 |
| 19642 | 10/12/2018 | TESEI PETROLEUM, INC. | FUEL 09/01/18-09/30/18 FOR CDF | 1,493.19 |
| 19643 | 10/12/2018 | TORRES BODY SHOP | UNIT #6016 ACCIDENT DAMAGE REPAIR | 9,150.88 |
| 19644 | 10/12/2018 | FLORES, GEORGE | REIMBURSE APP FEE & PURCHASE OF GARBAGE CANS | 203.00 |
| 19645 | 10/12/2018 | RIVERA, LUNA ELOISA | REIMBURSE PURCHASE OF GARBAGE CANS | 180.00 |
| 19646 | 10/12/2018 | WINNER CHEVROLET, INC. | PURCHASE OF 2019 CHEVY EXPRESS CARGO VAN | 25,935.75 |
| 19647 | 10/19/2018 | ACRO SERVICE CORPORATION | TEMPORARY CONST MNGR-W R BELL & DRAFTER-S ROBERSON 10/7/18 | 3,346.00 |
| 19648 | 10/19/2018 | ADMINISTRATIVE SOLUTIONS INC. | MONTHLY ADMIN FEES FOR OCTOBER 2018 | 4,622.50 |
| 19649 | 10/19/2018 | ADMINISTRATIVE SOLUTIONS INC. | ADMIN FEES FOR OCTOBER 2018 | 180.00 |
| 19650 | 10/19/2018 | ADMINISTRATIVE SOLUTIONS INC. | MEDICAL & CHILD CARE EXPENSE ACCT 10/19/18 PAYROLL | 1,274.21 |
| 19651 | 10/19/2018 | GONZALO ALATORRE | CONCRETE AT FIRE STATION #6 | 11,500.00 |
| 19652 | 10/19/2018 | AMERICAN BUSINESS MACHINES | COPIER SERVICE OCT 2018 - ENGINEERING DEPT | 90.00 |
| 19653 | 10/19/2018 | AMERICAN MOBILE SHREDDING | SHREDDING SERVICES - PD | 280.00 |
| 19654 | 10/19/2018 | ANDERSON STRIPING & CONSTRUCTION, INC. | CRACK SEAL & RESEAL JOINTS IN AIRFIELD PAVEMENTS | 13,977.77 |
| 19655 | 10/19/2018 | ANTHEM BLUE CROSS | CITY PAID RETIREE MEDICAL BILL FOR NOVEMBER 2018 | 1,730.64 |
| 19656 | 10/19/2018 | ANTHEM BLUE CROSS | CITY PAID RETIREE RX BILL/G SKEELS-NOVEMBER 2018 | 169.80 |
| 19657 | 10/19/2018 | ARAMARK UNIFORM SERVICES | 09/18 UNIFORM INVOICES | 5,011.10 |
| 19658 | 10/19/2018 | AT&T | 09/18 CALNET 3 SVS | 552.25 |
| 19659 | 10/19/2018 | BAKER CUSTOM CABINETS | ADMIN CABINETS | 1,340.01 |
| 19660 | 10/19/2018 | BSK ASSOCIATES | WATER SAMPLES | 456.00 |
| 19661 | 10/19/2018 | BUSH ENGINEERING, INC. | TRAFFIC SIGNAL INSTALLATION-E YOSEMITE & ELM AVE | 255,530.91 |
| 19662 | 10/19/2018 | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS FOR 10/19/18 PAYROLL | 2,290.58 |
| 19663 | 10/19/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | DOJ FINGERPRINT APPS | 64.00 |
| 19664 | 10/19/2018 | CHICAGO TITLE COMPANY | ESCROW SVS & AGREEMENT-PURCHASE APN 011-330-003 | 169,185.70 |
| 19665 | 10/19/2018 | CHICAGO TITLE COMPANY | ESCROW SVS & AGREEMENT-PURCHASE APN 011-300-001 | 209,663.70 |
| 19666 | 10/19/2018 | CHICAGO TITLE COMPANY | ESCROW SVS & AGREEMENT-PURCHASE APN 011-330-002 | 360,134.00 |
| 19667 | 10/19/2018 | CITY OF MADERA | 10/18 UTILITIES ACCT# 003040421-6 | 77.51 |

| CHECK | PAY DATE | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 19668 | 10/19/2018 | CITY OF MADERA | 10/18 UTILITIES ACCT# 003040431-8 | 78.03 |
| 19669 | 10/19/2018 | CITY OF MADERA | 10/18 UTILITIES ACCT# 003040441-0 | 194.04 |
| 19670 | 10/19/2018 | COLONIAL LIFE & ACCIDENT INSURANCE CO | #E700482-3 FOR 10/19/2018 PAYROLL | 977.49 |
| 19671 | 10/19/2018 | CONCENTRA MEDICAL CENTERS | PRE EMPLOYMENT PHYSICAL & DOT RECERT EXAM | 236.00 |
| 19672 | 10/19/2018 | CORRPRO COMPANIES, INC. | WATER TOWER INSPECTION 9/5/18 | 1,063.00 |
| 19673 | 10/19/2018 | FIRST REPUBLIC BANK | RETENTION PROGRESS PMT 1,2,3 MADERA WWTP REHAB | 27,650.45 |
| 19674 | 10/19/2018 | DIAMOND COMMUNICATIONS | ALARM SVS CALL - YOUTH CENTER | 142.50 |
| 19675 | 10/19/2018 | DIR- ELECTRICIAN CERTIFICATION FUND | RENEWAL ELECTRICIAN CERT FOR C. SCROGGINS | 100.00 |
| 19676 | 10/19/2018 | ECN POLYGRAPH AND INVESTIGATIONS | POLYGRAPH FOR PD RECRUITMENTS - AUG & SEP 2018 | 1,400.00 |
| 19677 | 10/19/2018 | FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION ENG SVS 10/01/18 -10/15/18 | 9,656.25 |
| 19678 | 10/19/2018 | FORENSIC NURSE SPECIALISTS, INC. | FRESNO SART | 3,000.00 |
| 19679 | 10/19/2018 | FRESNO POLICE DEPARTMENT | RANGE TRAINING 9/17/18-09/26/18 - PD | 144.00 |
| 19680 | 10/19/2018 | HERC RENTALS | WATER TRUCK RENTAL | 1,586.95 |
| 19681 | 10/19/2018 | HICKMAN, JAMIE | PER DIEM - QUALIFIED APPLICATOR CERT EXAM | 99.00 |
| 19682 | 10/19/2018 | HUERTA, ELISABETH | REIMBURSEMENT FOR RIPPED PANTS | 54.99 |
| 19683 | 10/19/2018 | KER'S GAS & LUBE, INC. | AUGUST 2018 PD CAR WASHES | 364.00 |
| 19684 | 10/19/2018 | LEHR AUTO ELECTRIC | COMPUTERS FOR VEHICLES | 7,650.98 |
| 19685 | 10/19/2018 | LEIGHTON'S JEWELERS OF MADERA INC. | EDGE FOR CITIZEN CLASS COINS | 10.00 |
| 19686 | 10/19/2018 | LYNN PEAVEY COMPANY | SUPPLIES - PD | 123.17 |
| 19687 | 10/19/2018 | M A C E A | OCTOBER 2018 MONTHLY DUES | 2,462.50 |
| 19688 | 10/19/2018 | M P O A | OCTOBER 2018 MONTHLY DUES | 7,510.48 |
| 19689 | 10/19/2018 | M.C.E.A. | OCTOBER 2018 MONTHLY DUES | 365.00 |
| 19690 | 10/19/2018 | MADERA TRIBUNE | PUBLISH ORDINANCE 954 C.S., OCT PC MEETING/NOTICES & MAR PC NOTI | 1,946.83 |
| 19691 | 10/19/2018 | MASSETTI BROS., INC. | REPLACED EVAP FAN MOTOR - PD | 287.38 |
| 19692 | 10/19/2018 | MATHIES, MICHAEL | REIMBURSE FOR D2 OPERATOR CERTIFICATE RENEWAL | 180.00 |
| 19693 | 10/19/2018 | MID-MGMT EMPLOYEE GROUP | OCTOBER 2018 MONTHLY DUES | 700.00 |
| 19694 | 10/19/2018 | N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-02 FOR 10/19/2018 PAYROLL | 2,328.32 |
| 19695 | 10/19/2018 | N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-01 FOR 10/19/2018 PAYROLL | 9,421.76 |
| 19696 | 10/19/2018 | ONTRAC | OVERNIGHT MAIL | 7.52 |
| 19697 | 10/19/2018 | PACIFIC GAS & ELECTRIC | 09/18 SVS | 195.84 |
| 19698 | 10/19/2018 | PACIFIC GAS & ELECTRIC | PG&E EXT AGREEMENT-GAS & ELECTRIC PRJCT #TRANS-01 | 26,336.29 |
| 19699 | 10/19/2018 | ANDERSON, MIKKI | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19700 | 10/19/2018 | ANDRADE, KATRINA | PARK DEPOSIT REFUND - LTC AREA 1 | 50.00 |
| 19701 | 10/19/2018 | BANDA, ESEQUIEL | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19702 | 10/19/2018 | ESCOBAR, MARIA GUADALUPE | PARK DEPOSIT REFUND - ROTARY SHELTER 2 | 50.00 |
| 19703 | 10/19/2018 | HIBDON, JAIME | REIMBURSEMENT FOR CANCELLED CLASS-YOUNG @ ART | 47.50 |
| 19704 | 10/19/2018 | MAYA, ORALIA | PARK DEPOSIT REFUND - ROTARY | 165.00 |
| 19705 | 10/19/2018 | RAMIREZ, PRISCILLA | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19706 | 10/19/2018 | RODRIGUEZ, YESENIA | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19707 | 10/19/2018 | TROLINGER, BARBARA | PARK DEPOSIT REFUND - LTC AREA 2 | 50.00 |
| 19708 | 10/19/2018 | PETTY CASH - FINANCE DEPT. | PETTY CASH REIMBURSEMENT | 481.00 |
| 19709 | 10/19/2018 | REINARD W. BRANDLEY CONSULTING | CRACK SEAL & AIRFIELD PAVEMENTS | 6,000.00 |
| 19710 | 10/19/2018 | RRM DESIGN GROUP, A CALIFORNIA CORPORATION | PROFESSIONAL ENG DESIGN FOR FIRE STATION #8 | 662.76 |
| 19711 | 10/19/2018 | SALEM ENGINEERING GROUP | SPECIAL INSPECTION & LABORATORY TESTING | 1,090.00 |
| 19712 | 10/19/2018 | SJVAPCD | 18/19 ANNUAL PERMITS TO OPERATE | 92.60 |
| 19713 | 10/19/2018 | SPECIAL SERVICES GROUP, LLC | RENEWAL OF ANNUAL COVERT TRACK | 1,200.00 |
| 19714 | 10/19/2018 | STATE OF CALIFORNIA | FRANCHISE TAX DEDUCTIONS FOR 10/19/18 PAYROLL | 290.53 |
| 19715 | 10/19/2018 | TESEI PETROLEUM, INC. | FUEL 10/01/18 - 10/10/18 | 13,717.09 |
| 19716 | 10/19/2018 | TURF STAR, INC. | TORO 5900 SUNSHADE AND FOAM FILLED WHEELS | 2,517.93 |
| 19717 | 10/19/2018 | TYLER, JOEY | PER DIEM-WATER TREATMENT CERT REVIEW GRADES 1-2 | 137.50 |
| 19718 | 10/19/2018 | CERVANTES ESMERALDA | UTILITY BILLING CREDIT REFUND | 26.58 |
| 19719 | 10/19/2018 | CITY OF MADERA OR LUNA FRANCISCO AND COR | UTILITY BILLING CREDIT REFUND | 108.76 |
| 19720 | 10/19/2018 | CITY OF MADERA OR SANTOS -GONZALEZ OLIVE GOMEZ-ROJ | UTILITY BILLING CREDIT REFUND | 152.05 |
| 19721 | 10/19/2018 | DURAN ANDREW | UTILITY BILLING CREDIT REFUND | 30.95 |
| 19722 | 10/19/2018 | FLORES GEORGE | UTILITY BILLING CREDIT REFUND | 150.00 |
| 19723 | 10/19/2018 | GONZALEZ RAMIRIO | UTILITY BILLING CREDIT REFUND | 136.81 |
| 19724 | 10/19/2018 | GUERRERO LEIDA | UTILITY BILLING CREDIT REFUND | 4.76 |
| 19725 | 10/19/2018 | JUAREZ ORDAZ FERNANDO | UTILITY BILLING CREDIT REFUND | 157.81 |
| 19726 | 10/19/2018 | MERINO-QUIROZ FELIPE J | UTILITY BILLING CREDIT REFUND | 92.07 |
| 19727 | 10/19/2018 | NAVARRO JENNIFER | UTILITY BILLING DEPOSIT REFUND | 105.29 |
| 19728 | 10/19/2018 | THEODOZIO HOLLY | UTILITY BILLING DEPOSIT REFUND | 25.91 |
| 19729 | 10/19/2018 | TORRES MARIA | UTILITY BILLING CREDIT REFUND | 127.68 |
| 19730 | 10/19/2018 | TORRES NICHOLAS | UTILITY BILLING DEPOSIT REFUND | 101.50 |
| 19731 | 10/19/2018 | VELASCO ZARATE TERESA OR CITY OF MADERA | UTILITY BILLING CREDIT REFUND | 119.87 |
| 19732 | 10/19/2018 | ZAPATA MARY FELICIA | UTILITY BILLING CREDIT REFUND | 51.61 |
| 19733 | 10/19/2018 | VALLEY TRUCK & TRACTOR COMPANY | NEW RIDGE RUNNER ROTARY MOWER | 47,532.82 |
| 19734 | 10/19/2018 | VANTAGEPOINT TRANSFER AGENTS-457 | PLAN #302351 CONTRIBS FOR 10/19/18 PAYROLL | 23,463.23 |
| 19735 | 10/19/2018 | WEST COAST ARBORISTS INC | MEDIAN ISLAND TREE TRIMMING | 2,100.00 |
| 19736 | 10/26/2018 | ACRO SERVICE CORPORATION | TEMPORARY CONST MNGR-W R BELL & DRAFTER-S ROBERSON 10/14/18 | 2,768.00 |
| 19737 | 10/26/2018 | ADAMS, MARK | PER DIEM - CATO TRAINING CONF 11/4/18-11/8/18 | 297.00 |
| 19738 | 10/26/2018 | AKEL ENGINEERING GROUP, INC. | SEWER/WATER CONDITION ASSESSMENT | 1,887.00 |
| 19739 | 10/26/2018 | AL VASQUEZ CONSTRUCTION | HOUSE DEMO & CLEAN UP - 804 S D ST | 6,200.00 |
| 19740 | 10/26/2018 | ANAYA, CHRIS | PER DIEM - CATO TRAINING CONF 11/4/18-11/8/18 | 297.00 |
| 19741 | 10/26/2018 | AT&T | 09/18 SVS 831-000-6408 576 | 5,741.02 |

| CHECK | PAY DATE | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 19742 | 10/26/2018 | AT&T | 09/18 CALNET 3 SVS | 170.52 |
| 19743 | 10/26/2018 | SUNRUN INSTALLATION SERVICES INC | REFUND - PERMIT #20180755 CANCELLED | 463.86 |
| 19744 | 10/26/2018 | CABLE LINKS CONSTRUCTION GROUP, INC. | SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING | 37,614.30 |
| 19745 | 10/26/2018 | CALIFORNIA PEACE OFFICERS ASSOCIATION | DEPARTMENT MEMBERSHIP | 1,500.00 |
| 19746 | 10/26/2018 | CALIFORNIA SURVEYING AND DRAFTING SUPPLY | WIDE FORMAT PAPER | 63.58 |
| 19747 | 10/26/2018 | CITY OF MADERA | DISHWASHER REBATE APPLY TO ACCT 5806131 | 200.00 |
| 19748 | 10/26/2018 | CITY OF MADERA | TOILET X2 & INSTALL REBATE APPLY TO ACCT 9892782 | 400.00 |
| 19749 | 10/26/2018 | COMCAST | CITY INTERNET CONNECTION 10/15/18-11/14/18 | 1,372.25 |
| 19750 | 10/26/2018 | COMCAST | 10/22-11/21 SVS 8155500320322006 & 10/14-11/13 SVS 81550032009209 | 208.55 |
| 19751 | 10/26/2018 | COMMUNITY ACTION PRTNRSHP OF MADERA CO | REIMB FOR 18/19 1ST QTR EXPENSES-CONTINUUM OF CARE | 2,571.14 |
| 19752 | 10/26/2018 | CONCENTRA MEDICAL CENTERS | PRE EMPLOYMENT PHYSICAL, JOB RELATED VACCINE, DOT RECERT EXAMS | 713.00 |
| 19753 | 10/26/2018 | CREATIVE COPY | BUSINESS CARDS, MOVING VIOLATION BOOKS, PARKING VIOLATION TICKE | 2,173.74 |
| 19754 | 10/26/2018 | CROXEN ADVERTISING | NATIONAL NIGHT OUT SHIRTS | 831.60 |
| 19755 | 10/26/2018 | DIAMOND COMMUNICATIONS | ALARM PANEL REPLACEMENT, FACILITIES ALARM SVS CALL, REPLACE KEYP | 1,921.44 |
| 19756 | 10/26/2018 | FORESTIERE, ANTHONY | PER DIEM - CATO TRAINING CONF 11/4-11/8 | 297.00 |
| 19757 | 10/26/2018 | FOSS, DAN | PER DIEM - POST MANAGEMENT SCHOOL 10/28-11/1 | 333.00 |
| 19758 | 10/26/2018 | FRESNO CITY COLLEGE | POLICE ACADEMY PI & REGISTRATION FOR PC832 ARREST LAW | 1,057.00 |
| 19759 | 10/26/2018 | FRESNO POLICE DEPARTMENT | DRIVING PSP (EVOC) 24 HR - GARCIA | 694.00 |
| 19760 | 10/26/2018 | FRESNO REPROGRAPHICS | LF DIGITAL, BINDERY , SF B&W COPY | 127.95 |
| 19761 | 10/26/2018 | PEDRO A GARCIA MEZA | REPAIR BUCKET SEAT FRAME | 120.00 |
| 19762 | 10/26/2018 | GONZALEZ, FELIX | PER DIEM - SLI SESSION #7 11/4/18-11/7/18 | 231.00 |
| 19763 | 10/26/2018 | HOOVER, CLAY | PER DIEM - CATO TRAINING CONF 11/4/18-11/8/18 | 297.00 |
| 19764 | 10/26/2018 | LANGUAGE LINE SERVICES, INC. | OVER THE PHONE INTERPRETATIONS | 64.40 |
| 19765 | 10/26/2018 | LINCOLN AQUATICS INC. | CHLORINE FOR POOL | 1,452.62 |
| 19766 | 10/26/2018 | LIPPINCOTT, JOHN | REIMBURSEMENT FOR GAS PURCHASE | 65.25 |
| 19767 | 10/26/2018 | MADERA ANIMAL HOSPITAL | VETERINARY SERVICES 9/27/18 | 229.00 |
| 19768 | 10/26/2018 | MADERA COUNTY TAX COLLECTOR | 2019 PROPERTY TAX 013-010-039-000 | 11,123.82 |
| 19769 | 10/26/2018 | MADERA COUNTY TAX COLLECTOR | 2019 PROPERTY TAX - AIRPORT OPERATIONS | 23,718.68 |
| 19770 | 10/26/2018 | MADERA TRIBUNE | PUBLISH ORDINANCE 946 C.S. 11/1/17 | 309.75 |
| 19771 | 10/26/2018 | MID VALLEY DISPOSAL INC. | AUGUST 2018 ADMIN FEES | 30,116.77 |
| 19772 | 10/26/2018 | ONTRAC | OVERNIGHT MAIL | 3.76 |
| 19773 | 10/26/2018 | PACIFIC GAS & ELECTRIC | 10/18 SVS | 137.95 |
| 19774 | 10/26/2018 | PACIFIC GAS & ELECTRIC | 08/18 & 09/18 SVS 9920095153-3 | 64,038.65 |
| 19775 | 10/26/2018 | PACIFIC GAS & ELECTRIC | 09/18 SVS 3533032414-2 | 223,008.50 |
| 19776 | 10/26/2018 | AGUAYO, DIANA | PARK DEPOSIT REFUND - POOL | 100.00 |
| 19777 | 10/26/2018 | AVILA, AILEEN | PARK DEPOSIT REFUND - ROTARY PAVILION | 50.00 |
| 19778 | 10/26/2018 | FIRST SOUTHERN BAPTIST CHURCH | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19779 | 10/26/2018 | GONZALEZ, JORGE | PARK DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 19780 | 10/26/2018 | HERRERA, BLANCA | FACILITY DEPOSIT REFUND - PAN AM GYM | 500.00 |
| 19781 | 10/26/2018 | HINDS HOSPICE | PARK DEPOSIT REFUND - ROTARY PAVILION | 50.00 |
| 19782 | 10/26/2018 | RIOS, MARIA | PARK DEPOSIT REFUND - MSR PAVILION | 50.00 |
| 19783 | 10/26/2018 | SAUCEDA, SERVANDO | PARK DEPOSIT REFUND - ROTARY PAVILION | 50.00 |
| 19784 | 10/26/2018 | VAZQUEZ-ESQUIVEL, JESUS | FACILITY DEPOSIT REFUND - PAN AM GYM | 500.00 |
| 19785 | 10/26/2018 | WILSON, MICHAEL | REIMBURSE T-BALL FEES | 40.00 |
| 19786 | 10/26/2018 | PIERCE CONSTRUCTION | ASPHALT PAVING RIVERSIDE DR & LAKE ST ALLEY | 53,650.00 |
| 19787 | 10/26/2018 | PRAXAIR DISTRIBUTION, INC. | CYLINDER DEMURRAGE 8/20/18-9/20/18 | 518.63 |
| 19788 | 10/26/2018 | ROSEL, JOHN | PER DIEM - CATO TRAINING CONF 11/4-11/8 | 297.00 |
| 19789 | 10/26/2018 | SHI INTERNATIONAL CORP. | VIRUS PROTECTION AND INSTALLATION | 9,221.17 |
| 19790 | 10/26/2018 | STANTEC CONSULTING SERVICES INC. | WWTP PROJECT CONSULTING SERVICES | 12,419.30 |
| 19791 | 10/26/2018 | SECRETARY OF STATE | CALIFORNIA NOTARY EXAM FEE-J STICKMAN | 40.00 |
| 19792 | 10/26/2018 | TERRAFORM POWER, LLC. | WWTP SOLAR ELECTRIC UTILITY | 16,800.81 |
| 19793 | 10/26/2018 | T&T PAVEMENT MARKINGS AND PRODUCTS | APPLICATION OF WATERBORNE TRAFFIC PAINT-GRANADA DR | 6,567.30 |
| 19794 | 10/26/2018 | TESEI PETROLEUM, INC. | FUEL 10/11/18 - 10/20/18 | 14,487.18 |
| 19795 | 10/26/2018 | TICOTECH, INC. | CLOUD STORAGE | 585.00 |
| 19796 | 10/26/2018 | TRUKKI, MARK | PER DIEM - CATO TRAINING CONF 11/4-11/8 | 297.00 |
| 19797 | 10/26/2018 | UNITED MUNICIPAL SECURITY | CD CHARGES | 447.49 |
| 19798 | 10/26/2018 | UNITED RENTALS, INC | OCT 2018 SWEEPER RENTAL | 10,926.76 |
| 19799 | 10/26/2018 | US BANK CORPORATE PAYMENT SYSTEMS | 09/18 CAL-CARD CHARGES | 143,696.57 |
| 19800 | 10/26/2018 | VERIZON WIRELESS | CC IPAD SVS & CITY CELL PHONE CHARGES 9/11/18 - 10/10/18 | 9,845.80 |
| 19801 | 10/26/2018 | WEST COAST RUBBER RECYCLING | TIRE HAULING FOR TA4 COUNTY AMNESTY | 2,500.00 |
| 19802 | 10/26/2018 | HARRY D. WILSON INC. | SERVICES FOR 2014 HONDA #6603, #6602, #6605 | 1,464.85 |
| 19803 | 10/26/2018 | A GEORGE ZENGEL | INDIA PARK PROPERTY APPRAISAL-16557 AUSTIN ST | 2,500.00 |
| | | | Bank # 1 - Union Bank General Account Total | 2,711,113.81 |

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# Report to City Council

**Council Meeting of November 7, 2018**
Agenda Item Number B-3

**Approved by:**

Wendy Silva
Department Director

For City Administrator

## Informational Report on Personnel Activity

### REQUESTED ACTION

This report is provided at the request of the City Council and is for informational purposes only.

### SUMMARY OF PERSONNEL ACTIVITY

The Civil Service Commission met October 2, 2018 and approved the following eligibility list:

- Police Officer II

The following individuals began employment with the City since our last report:

| Name | Position | Department | Effective Date |
|---|---|---|---|
| Michael Fisher | Program Leader I | Parks & Community Services | 9/24/18 |
| Viviana Valerio | Program Leader I | Parks & Community Services | 10/3/18 |
| Aleta Allen | Construction Inspector I | Engineering | 10/15/18 |
| Jeffrey Eichman | Police Officer Trainee | Police | 10/15/18 |
| Robert Mahoney | Police Officer Trainee | Police | 10/15/18 |
| William Bell | Project Development Coordinator – Licensed | Engineering | 10/15/18 |
| Leslie Duran | Program Leader I | Parks & Community Services | 10/15/18 |

The following promotions and transfers occurred since our last report:

| Name | Old Position | New Position | Effective Date |
|---|---|---|---|
| Priscilla Ramirez | Police Records Clerk | Police Officer Trainee | 9/29/2018 |

The following employees separated from employment since our last report.

| Name | Position | Department | Effective Date |
|---|---|---|---|
| Roman de la Rosa, Jr. | Public Works Maintenance Worker II | Public Works, Sewer | 9/28/18 |
| Marielena Navia | Program Leader II | Parks & Community Services | 9/28/18 |

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# REPORT TO CITY COUNCIL

*Approved By:*

*Department Director*

For *City Administrator*

*Council Meeting of November 7, 2018*

*Agenda Item Number* B-4

**SUBJECT:** **CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT WITH AKEL ENGINEERING GROUP, INC., FOR HYDRAULIC MODELING SERVICES FOR THE WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

## RECOMMENDATION:

That the City Council:

1. Approve Res. No. 18 - _____ approving Agreement with Akel Engineering Group, Inc.
2. Authorize the Mayor to execute the agreement.

## SUMMARY:

Hydraulic modeling of the City's water system is integral to the preliminary engineering phase for the proposed Water Tank, Pump Station, and Transmission Main project. Akel Engineering has provided a scope of services and cost estimate to perform said hydraulic modeling services and coordinate with the City's Tank design consultant, Carollo Engineers, Inc.

## DISCUSSION:

The City entered into an agreement with Carollo Engineers, Inc., for the preliminary engineering phase for the proposed Water Tank, Pump Station, and Transmission Main on September 5, 2018. Per the Request for Proposal, Carollo Engineers will be coordinating with Akel Engineering, the City's Water Master Plan and Modeling

Consultant, for projected system demands and modeling analyses. Output from those studies will assist in determining tank sizing and phasing options. Carollo Engineers has assisted in scoping the services needed from Akel Engineering which is the basis for the agreement.

The scope of work is presented in three main tasks:

- **A. Model Updates and Calibration.** These three tasks include updating the hydraulic model to the most recent Well pressure setpoints, and calibrating to recent SCADA information.
- **B. 10-Year Planning Assumptions.** This task consists of meeting with City staff and defining the 10-year planning assumptions, which will be the basis for the initial tank and booster station sizing.
- **C. Northeast Project Scenarios and Design Support.** These 5 subtasks consist of hydraulic analysis in support of the design of the Northeast Tank and Booster Station, and assumes 4 potential site locations.

Fees for these services identified above are $65,816. A contingency budget of $7,000 (approximately 10%) is recommended for Extra Services and additional modeling scenarios related to the Project but not anticipated at the time the original scope of work was prepared or estimated. These services may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation.

## FISCAL IMPACT:

Funds are currently available and programmed for the consultant services agreement in the Water Utility Fund, 20303830 under W-T-0001, W-PS-001, W-PNE-04.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

# RESOLUTION NO. 18 -_____

## A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH AKEL ENGINEERING GROUP, INC., FOR HYDRAULIC MODELING SERVICES FOR THE WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN PROJECT

**WHEREAS**, the City of Madera has identified in the *2014 Water System Master Plan* a new ground-level storage tank, pump station and associated transmission mains in northeast Madera; and

**WHEREAS,** professional engineering services for hydraulic modeling and design support are necessary for completion of the Project; and

**WHEREAS,** the City of Madera has programmed Water System Utility Funds in the Fiscal Year 2018/19 Budget for such services; and

**WHEREAS**, the City of Madera has prepared an agreement for such services with Akel Engineering Group, Inc., that is on file in the office of the City Clerk of the City of Madera (the "Agreement") and referred to for full particulars.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Agreement for professional engineering services as described above is necessary to carry out the project.
3. The Agreement with Akel Engineering Group, Inc., is approved for a Basic Fee amount of $65,816, plus $7,000 for Extra Services as approved by the City Engineer.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

# AGREEMENT WITH AKEL ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HYDRAULIC MODELING SERVICES FOR THE WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION PROJECT

This Agreement made and entered into this _____day of_____, 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY",** and Akel Engineering Group, Inc., located in Fresno, CA, hereinafter called **"CONSULTANT ".**

## W I T N E S S E T H

**WHEREAS**, CITY plans to construct a water storage tank, pump station, and transmission main near the intersection of Avenue 17 and Lake Street in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY needs the services of a professional engineering firm to provide hydraulic modeling and design support services for the water storage tank, pump station, and transmission main; and

**WHEREAS,** CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with water systems including storage tanks, pump stations, and transmission mains; and

**WHEREAS,** CITY desires to hire CONSULTANT for such professional engineering design services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

## 1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work and Fee Estimate.

## 2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work and Fee Estimate", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

## 3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

## 4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

a. Provide a Project Manager to work with CONSULTANT;

b. Review all submittals timely;

c. Pay all fees for permits;

## 5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT A, "Scope of Work and Fee Schedule", Tasks 1 -9, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is sixty-five thousand eight hundred sixteen dollars ($65,816.00).

City and Consultant agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule". It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

## 6. PAYMENT

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

## 7. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services for Task 10 in Exhibit A or for such services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of seven thousand dollars ($7,000.00).

## 8. AUDITS AND INSPECTIONS ACCESS

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

## 9. LIABILITY INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and

Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

***Minimum Scope and Limits of Insurance***

Consultant shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

***Maintenance of Coverage***

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

***Proof of Insurance***

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

***Acceptable Insurers***

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

***Waiver of Subrogation***

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

***Enforcement of Contract Provisions (non estoppel)***

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

***Specifications not Limiting***

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

***Notice of Cancellation***

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

***Self-insured Retentions***

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

***Timely Notice of Claims***

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

***Additional Insurance***

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

## 10. OWNERSHIP OF DOCUMENTS

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

## 11. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A in a timely manner.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on June 30, 2020, unless extended by mutual agreement.

## 12. TERMINATION OF AGREEMENT

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;

2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

## 13. APPROVAL

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

## 14. HOLD HARMLESS

***Indemnity for Professional Liability***: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

## 15. RESPONSIBILITY FOR OTHERS

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

## 16. PROFESSIONAL RESPONSIBILITY

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that

opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

**17. PARTIES BOUND BY AGREEMENT**

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

**18. COMPLETE AGREEMENT OF PARTIES**

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**19. ASSIGNMENT WITH APPROVAL:**

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

**20. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof.

CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

## 21. GOVERNING LAW

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

## 22. AMENDMENTS

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

## 23. COMPLIANCE WITH LAWS AND WAGE RATES

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

## 24. CONSULTANT 'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

## 25. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**CITY OF MADERA**
Engineering Division
205 W. 4th Street
Madera, CA 93637

**AKEL ENGINEERING GROUP, INC.**
7433 N. First Street, Suite 103
Fresno, CA 93720
Attention: Tony Akel, Principal

## 26. SOLE AGREEMENT

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

**CITY OF MADERA**

By: _____
Andrew J. Medellin, Mayor

**AKEL ENGINEERING GROUP, INC.**

By: _____
TONY AKEL, PRESIDENT

22-393-6108
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: _____
Brent Richardson, City Attorney

**ATTEST:**

By: _____
Sonia Alvarez, City Clerk

# ATTACHMENTS

## EXHIBIT A
## SCOPE OF WORK AND FEE ESTIMATE

# Exhibit A
## City of Madera
## Northeast Tank Design Support
## Estimated Fee
(October 22, 2018)

PRELIMINARY

| Task No. | Task Description | Scope of Work | Hours | | | | | | Costs | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Principal Engineer | Senior Engineer | Associate Engineer | Assistant Engineer | GIS Technician | Secretarial | Labor Costs | Other | Total Cost |
| | | | $188 | $171 | $152 | $115 | $104 | $78 | | | |
| **A. 2018 Model Updates and Calibration** | | | | | | | | | | | |
| Task 1 | Update Existing Demand and Supply Analysis | This task consists of reviewing the most recent production records from 2014 to 2018 and documenting a baseline demand scenario. This task also includes documenting the most recent supply availability based on City staff Well records.<br><br>Deliverables:<br>A table documenting the updated supply and demand analysis. | | 6 | 10 | 6 | | | $3,236 | | $3,236 |
| Task 2 | Update Hydraulic Model | This task consists of updating the hydraulic model to include the most recent Well settings, and GIS records. The GIS developed as part of the on-going condition assessment project will be used as the basis for the hydraulic model update. | | 4 | 8 | 6 | | | $2,590 | | $2,590 |
| Task 3 | Calibrate Hydraulic Model | This task consists of calibrating the hydraulic model based on the most recent SCADA information. This task will include a review of daily SCADA for the Summer of 2018. Based on the daily SCADA, the peak day will be designated, and hourly SCADA for the Wells (pressure and flow) and the tank level will be requested, and the hydraulic model calibrated to those conditions.<br><br>Deliverables:<br>Updated hydraulic model with a 2018 Calibration | 2 | 16 | 24 | 8 | | | $7,680 | | $7,680 |
| | | **Subtotal (Tasks 1-3)** | 2 | 26 | 42 | 20 | 0 | 0 | $13,506 | $0 | **$13,506** |
| **B. 10-Year Planning Horizon Assumptions** | | | | | | | | | | | |
| Task 4 | Document Anticipated Development Projections for 10-Year Timeframe | This task consists of working with City staff to develop 10-year growth projections, and identify on a preliminary basis the areas that may be anticipated for development. These projections will be used to develop the initial sizing of the North East Water Storage Facility.<br><br>Deliverables:<br>Maps and a table quantifying and documenting the 10-year planning assumptions for the purposes of the tank design. | 2 | 12 | 16 | 10 | 12 | | $7,258 | | $7,258 |
| | | **Subtotal (Task 4)** | 2 | 12 | 16 | 10 | 12 | 0 | $7,258 | $0 | **$7,258** |
| **C. Northeast Tank Project - Requested Scenarios and Design Support** | | | | | | | | | | | |
| Task 5 | Perform Hydraulic Modeling Scenarios for Existing and 10-Year Development | This task consists of developing hydraulic modeling scenarios for the existing and proposed 10-year development systems to document the impact of adding the new North East Tank and corresponding booster station. This task will evaluate the following:<br>• Up to 4 separate site locations based on City staff and the design team preferences.<br>• Minimum Month, Average Day, and Maximum Day Demands<br><br>Deliverables:<br>Maps documenting system maximum and minimum pressures for each site for existing and 10-year conditions. | 6 | 32 | 24 | 16 | 30 | | $15,208 | | $15,208 |
| Task 6 | Confirm Tank Sizing for Design | This task consists of working with City staff and the design team to quantify the initial tank storage needs, and if necessary, develop the phasing for constructing the tank ultimate Master Plan needs.<br><br>Deliverables:<br>A table documenting the final sizing and criteria. | 4 | 12 | 6 | 4 | | | $4,176 | | $4,176 |

# Exhibit A
## City of Madera
## Northeast Tank Design Support
## Estimated Fee
(October 22, 2018)

PRELIMINARY

| Task No. | Task Description | Scope of Work | Hours | | | | | | Costs | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Principal Engineer | Senior Engineer | Associate Engineer | Assistant Engineer | GIS Technician | Secretarial | Labor Costs | Other | Total Cost |
| | | | $188 | $171 | $152 | $115 | $104 | $78 | | | |
| Task 7 | Confirm Booster Station Sizing | This task consists of working with City staff and the design team to quantify the initial pumping needs based on the size of the storage tank, and if necessary, develop the phasing for constructing the tank ultimate Master Plan needs. This will include providing head and flow.<br><br>Deliverables:<br>A table documenting the final sizing and criteria. | 4 | 16 | 6 | 4 | | | $4,860 | | $4,860 |
| Task 8 | Document Results in a Hydraulic Modeling Technical Memorandum | This task consists of providing a technical memorandum documenting the analysis and results as they pertain to the tank and booster station design.<br><br>Deliverables:<br>A technical memorandum documenting the final site placement, tank sizing, booster sizing. | 8 | 24 | 12 | 6 | 24 | | $10,618 | | $10,618 |
| Task 9 | Management and Meetings | This task consist of project management and meetings in support of the tank design. Meetings include a kickoff meeting, a master plan overview meeting, and up to 4 meetings to review and discuss the modeling results. | 20 | 30 | | | 8 | 6 | $10,190 | | $10,190 |
| | | **Subtotal (Tasks 5-9)** | 42 | 114 | 48 | 30 | 62 | 6 | $45,052 | $0 | **$45,052** |
| | | **Total (Tasks 1-9)** | 46 | 152 | 106 | 60 | 74 | 6 | $65,816 | $0 | **$65,816** |
| **D. Additional Modeling Scenarios - Optional** | | | | | | | | | | | |
| Task 10-O | Perform Hydraulic Modeling Scenarios | This optional task would provide up to additional modeling scenarios in support of the tank design process. Depending on complexities and requested exhibits this can vary from 2 to 6 scenarios.<br><br>Deliverables will include the following:<br>A map per scenario documenting the analysis results | 2 | 8 | 12 | 6 | 6 | | $4,882 | | $4,882 |
| | | **Total including Optional Modeling Scenarios** | 48 | 160 | 118 | 66 | 80 | 6 | $70,698 | $0 | **$70,698** |

AKEL
ENGINEERING GROUP, INC.

# EXHIBIT B
# HOURLY RATE SCHEDULE

AKEL
ENGINEERING GROUP, INC.

# FEE SCHEDULE

**Effective Through:**

June 30, 2019

| Category | Hourly Rate |
|---|---|
| Principal Engineer | $188.00 |
| Senior Engineer | $171.00 |
| Associate Engineer | $152.00 |
| Assistant Engineer | $115.00 |
| GIS Technician | $104.00 |
| Word Processing/Secretarial | $78.00 |

**Other Direct Expenses**

| | |
|---|---|
| Travel and Subsistence | at Cost |
| Mileage | $0.535/mile |
| Other Direct Cost | Cost plus 10% |

** Fee Schedule is subject to an annual increase at the end of the fiscal year*

# EXHIBIT B
# HOURLY RATE SCHEDULE

AKEL
ENGINEERING GROUP, INC.

# FEE SCHEDULE

**Effective Through:**

June 30, 2019

| Category | Hourly Rate |
|---|---|
| Principal Engineer | $188.00 |
| Senior Engineer | $171.00 |
| Associate Engineer | $152.00 |
| Assistant Engineer | $115.00 |
| GIS Technician | $104.00 |
| Word Processing/Secretarial | $78.00 |

**Other Direct Expenses**

| | |
|---|---|
| Travel and Subsistence | at Cost |
| Mileage | $0.535/mile |
| Other Direct Cost | Cost plus 10% |

** Fee Schedule is subject to an annual increase at the end of the fiscal year*

Return to Agenda

# REPORT TO CITY COUNCIL

Approved by:

Department Director

For City Administrator

Council Meeting of: Nov 7th, 2018

Agenda Number: B-5

**SUBJECT:**

**CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE WITH AT&T WIRELESS FOR ANTENNA SPACE ON THE MADERA LOY E COOK WATER TOWER AND FOR AN EQUIPMENT PAD LOCATION ON THE GROUNDS BELOW THE WATERTOWER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

**RECOMMENDATION:**

Staff recommends Council adopt the resolution approving a lease agreement and memorandum of lease between the City and AT&T Wireless for Antenna Space and Equipment Pad on and below the Madera Loy E Cook water tower. Staff further recommends that Council authorize the Mayor to execute the Lease Agreement and Memorandum of Lease on behalf of the City.

**SUMMARY:**

AT&T Wireless proposes to increase their cover area in Madera by leasing antenna space on the Madera Loy E Cook water tower and some adjacent ground space for an equipment location on the west side of the lift station. The AT&T Wireless coverage area would be greatly enhanced for AT&T Customers in and around the center of Madera. This would provide a monthly compensation to the City of Madera of $1600, with an annual escalator of 2.5%; for a total of $655,000 over the next 25 years.

Upon City Council recommendation on 9/19/18, a provision was added to the contract requiring AT&T to obtain written approval of the City Manager (or City Manager's designee) prior to increasing the number of like antennas. Furthermore, microwave dishes or point to point antennas would require an amendment to the agreement.

**DISCUSSION:**

It has been noted by many Madera citizens that AT&T Wireless has lackluster to nonexistent coverage in the center of Madera. AT&T Wireless would like to resolve their service issues by mounting cellular antennas on the water tower at 716 Columbia St, Madera, and lease an adjacent ground location for equipment on the west side of the lift station.

Exhibit 1/6 details the current AT&T wireless coverage area and exhibit 2/6 details the expected new expanded coverage. Exhibit 3/6 shows the visual impact of adding the sector antennas to the water tower. Exhibits 4/6, 5/6, and 6/6 show the detail drawings and specifications of the project.

AT&T will use the land to the south-west of the lift station for an equipment cabinet and small generator. This small section has been a problematic maintenance area for park maintenance in the past and has been recommended to have all vegetation removed regardless of the agreement. AT&T will make use of this mostly unusable space.

The City has wireless access points on the water tower that serve as backup links between city facilities that need to be maintained in working order. AT&T will attach sector antennas around the outside of the tank and relocate the existing City of Madera antenna mounts to the top. Design constraints are that the AT&T's Cellular Equipment will not degrade the City's current wireless links.

Currently the park at the Loy E. Cook Water Storage Facility has been closed to the public for several years due to a recommendation from Homeland Security. If the park is ever reopened to the public, the AT&T additions will not adversely impact the use of the park.

AT&T will compensate the City with a monthly lease payment of $1600 with an annual escalator of 2.5%. This is a 5 year agreement with 4 additional automatic extensions of 5 years each; for a total of 25 years. If the contract extensions go to completion, this would bring $655,000 in revenue to the City of Madera over the next 25 years. AT&T will comply with the City of Madera permitting process.

The specific action recommended in this report is to approve the Lease Agreement and Memorandum of Lease that will provide extended coverage for AT&T Wireless and enhance their service for Madera citizens and generate significant revenue for the City of Madera and authorize the Mayor to execute the Lease Agreement and Memorandum of Lease on behalf of the City.

**FINANCIAL IMPACT:**

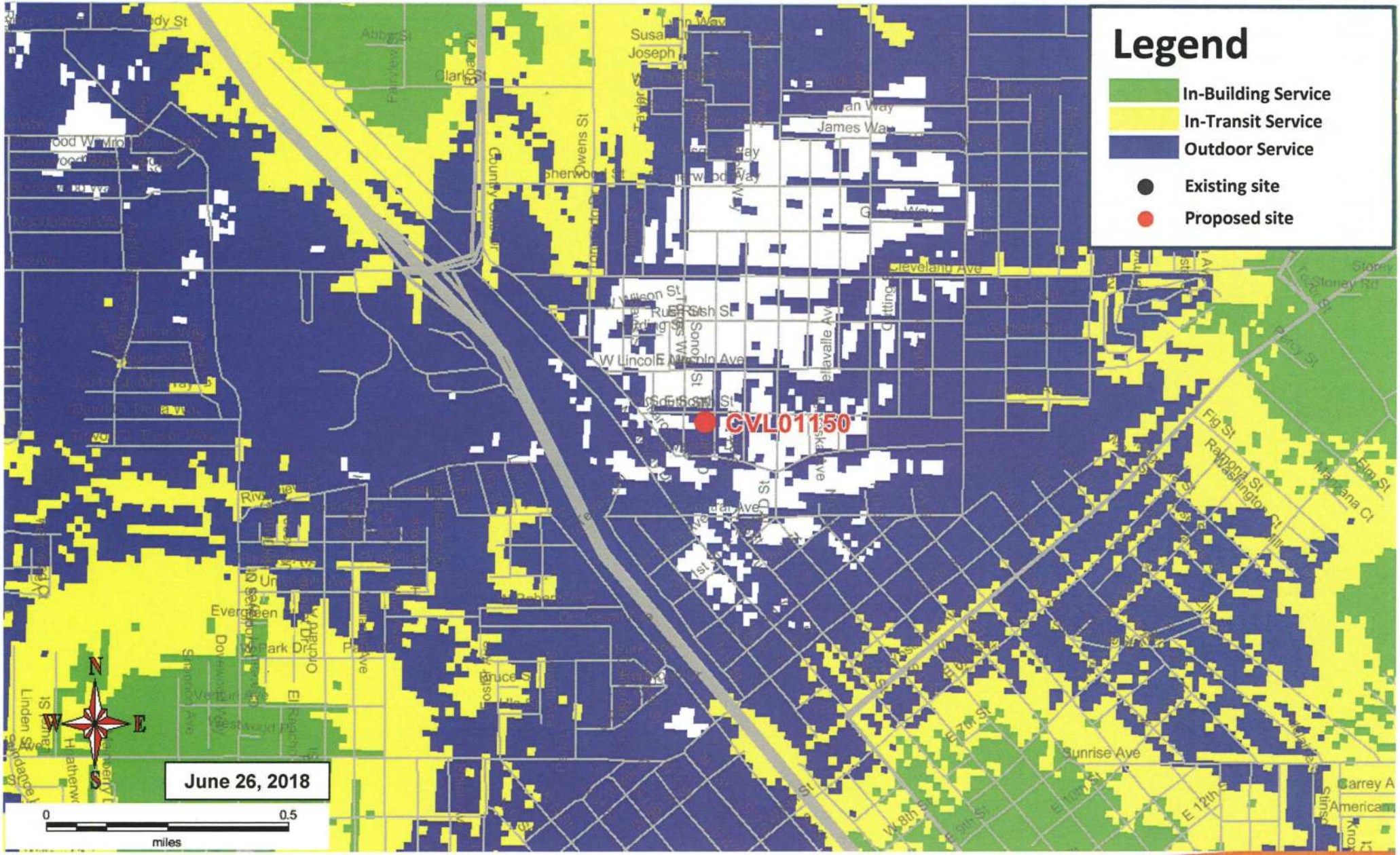
AT&T will compensate the City with a monthly lease payment of $1600 with an annual escalator of 2.5%. This is a 5 year agreement with 4 additional automatic extensions of 5 years each; for a total of 25 years. This has the expectation to bring $655,000 in revenue to the City of Madera over the next 25 years.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions support the following Vision Madera 2025 strategies:
This resolution will provide additional internet bandwidth lacking in the interior of the city for AT&T customers which is consistent with the strategies listed below.
101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.
151.0 - Promote the comprehensive revitalization of downtown Madera.

Exhibit 1

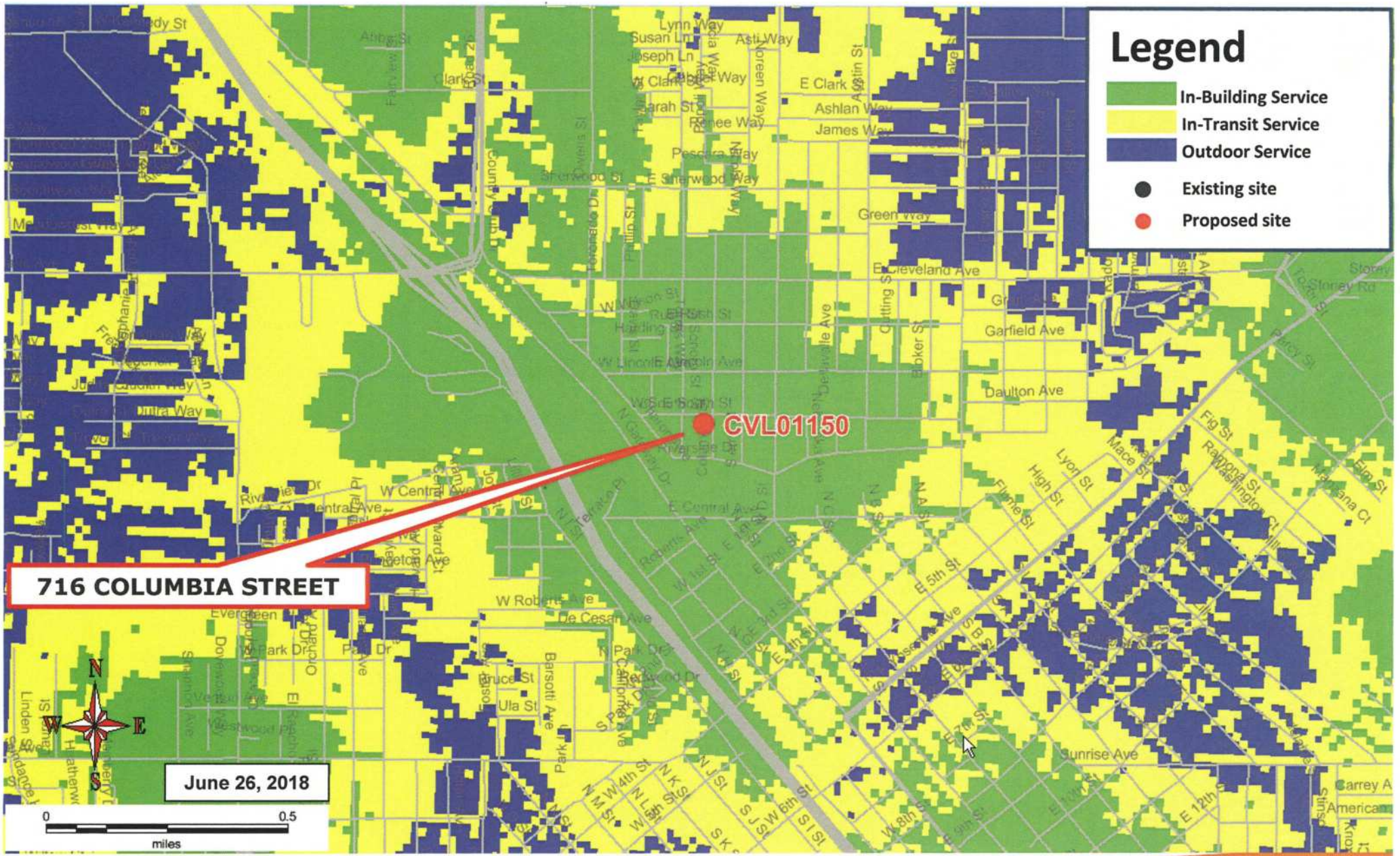
# Existing LTE 700 Coverage




at&t

Exhibit 2

# Proposed LTE 700 Coverage (RC = 111 ft)




at&t

Version Date: June 9, 2018

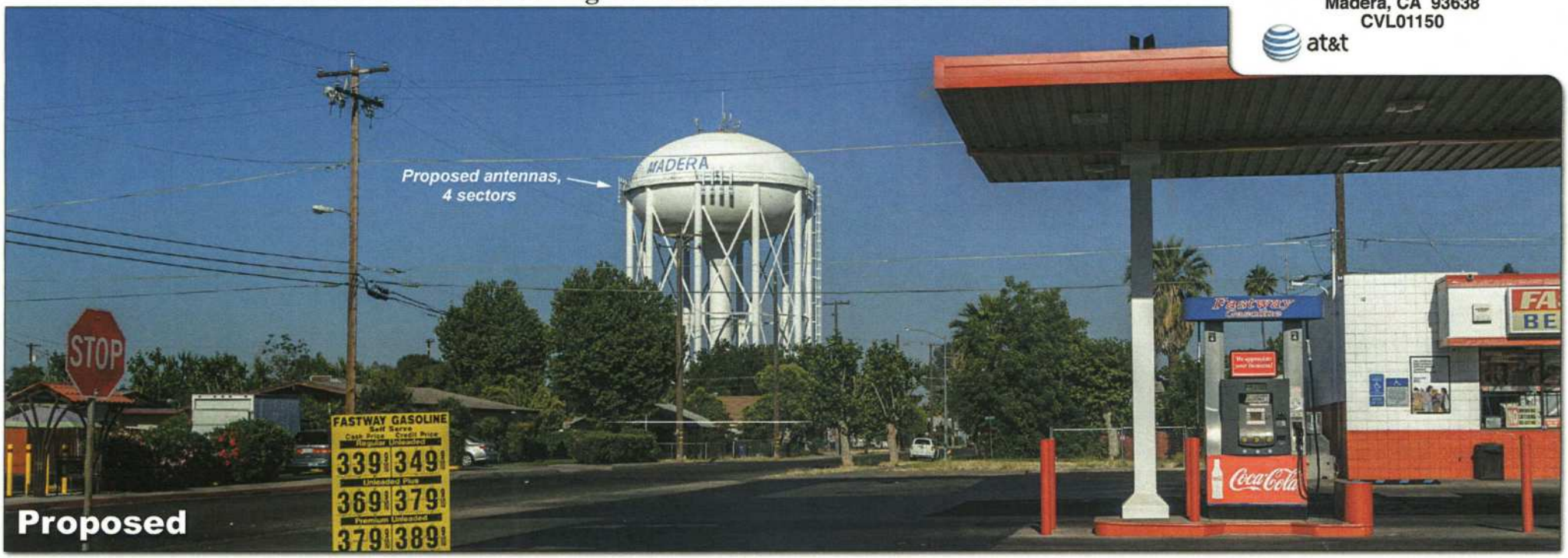
# Exhibit 3




Photosimulation of the view looking west from N D Street at E South Street.

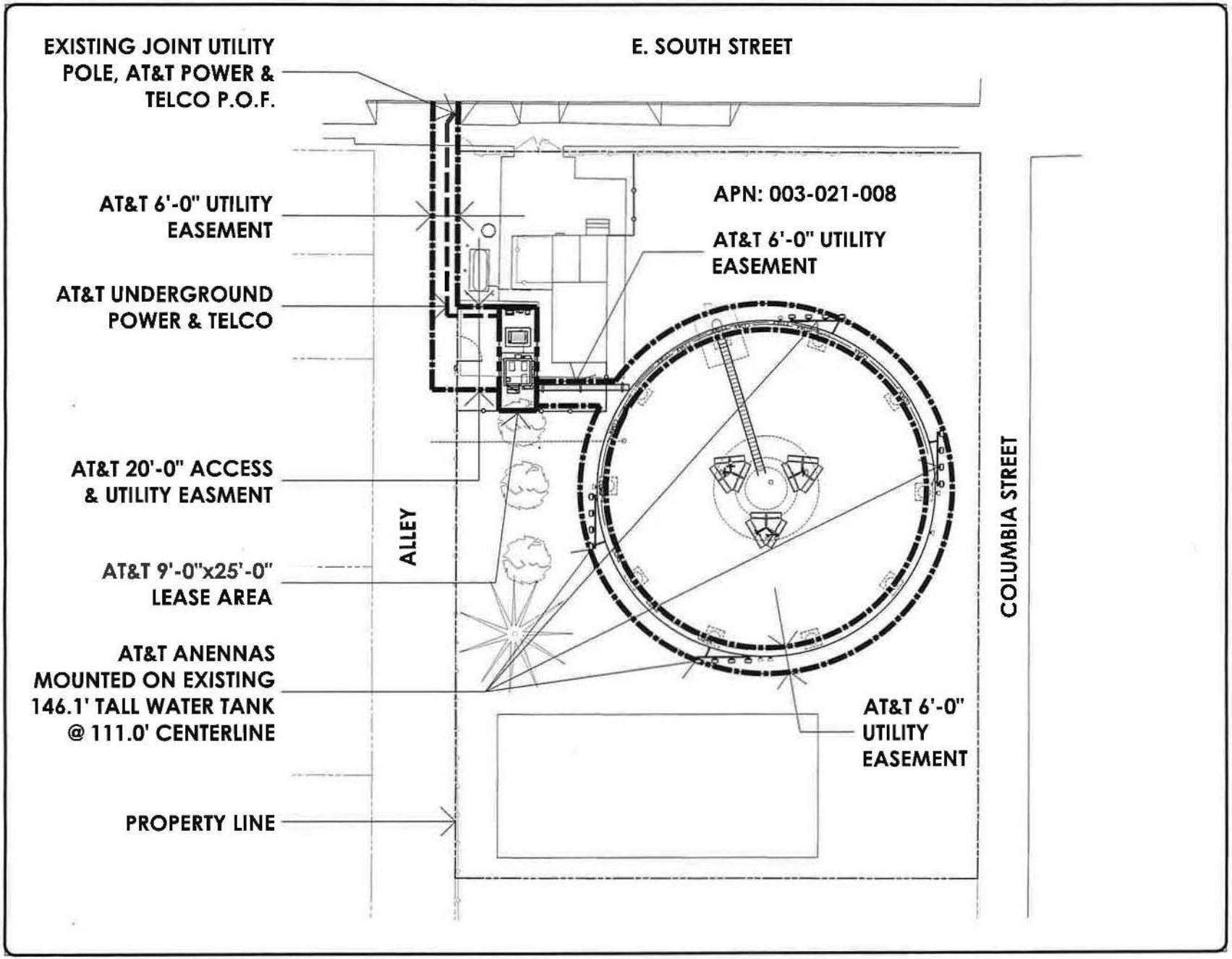
**Columbus St & Riverside Dr**
716 Columbia Street
Madera, CA 93638
CVL01150

at&t




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# Exhibit 4




MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

20620 S GRANTLAND AVE
RIVERDALE, CA 93656

**LEASE / MOL EXHIBIT**

**PROJECT NAME:**
COLUMBUS ST. & RIVERSIDE DRIVE

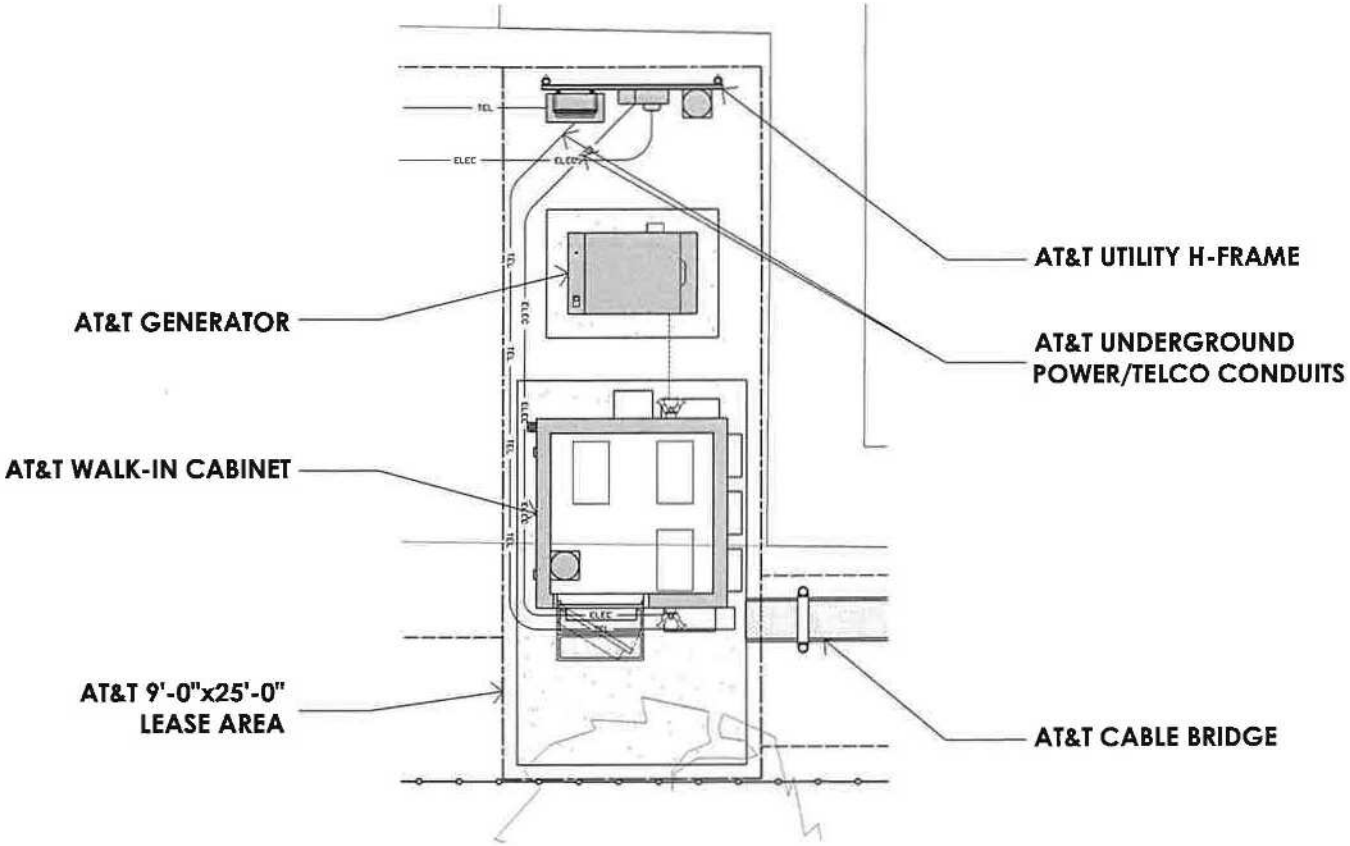
**NUMBER:**
CVL01150

**ADDRESS:**
716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT**
1
1 OF 3

**SCALE: N.T.S.**

# Exhibit 5




MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33, GUSTINE, CA 95322

**LEASE / MOL EXHIBIT**

**PROJECT NAME:**
COLUMBUS ST. & RIVERSIDE DRIVE

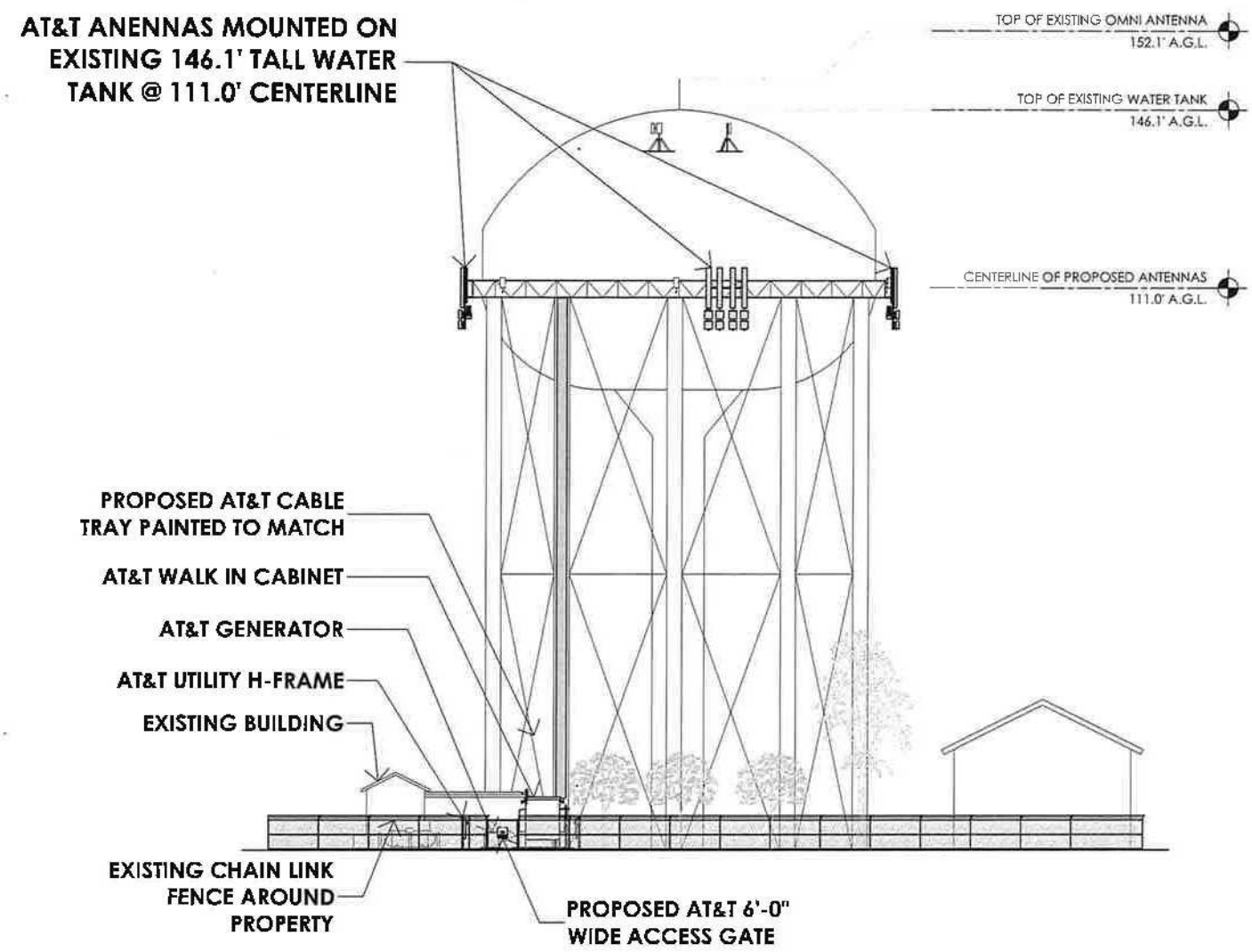
**NUMBER:**
CVL01150

**ADDRESS:**
716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT**
**1**
2 OF 3

**SCALE: N.T.S.**

# Exhibit 6




MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33,
GUSTINE, CA 95322

**LEASE / MOL EXHIBIT**

**PROJECT NAME:**

COLUMBUS ST. & RIVERSIDE DRIVE

**NUMBER:**

CVL01150

**ADDRESS:**

716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT**
**1**
3 OF 3

**SCALE: N.T.S.**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF MADERA, APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE LEASE AGREEMENT WITH AT&T WIRELESS FOR ANTENNA SPACE ON THE MADERA LOY E COOK WATER TOWER AND FOR AN EQUIPMENT PAD LOCATION ON THE GROUNDS BELOW THE WATER TOWER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The Citizens of Madera, are in need of better AT&T data/phone coverage in the downtown Madera Area; and

WHEREAS, the City has unused antenna space available on the Low E Cook Water Tower; and

WHEREAS, the current City's current wireless will not be affected; and

WHEREAS, the City of Madera and AT&T Wireless have negotiated a compensation rate to the City that is desirable for both parties.

WHEREAS, AT&T has prepared the Lease Agreement, and Memorandum of Lease.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Lease Agreement and Memorandum of Lease for Antenna Space on the Madera Loy E Cook Water Tower and for an Equipment Pad Location on the Grounds Below, provided by AT&T, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement, Memorandum of Lease, and all documents necessary to effectuate the Lease Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

**********

Market: Northern California
Cell Site Number: CVI.01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset Number: 14066698

# OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Madera, a municipal corporation, having a mailing address of 205 W. 4th Street, Madera, CA 93637 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

## BACKGROUND

Landlord owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a water tank (the "**Water Tank**"), together with all rights and privileges arising in connection therewith, commonly known as 716 Columbia Street, located in the City of Madera, County of Madera, State of California [APN: 003-021-008] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

## 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) Approximately two hundred twenty-five (225) square feet of ground space, including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's equipment (the "**Ground Space**");

(ii) The portion of the Water Tank dedicated for Tenant's exclusive use with a rad center of one hundred eleven feet (111') above ground level ("**Tenant RAD Center**"), and consisting of an envelope of six vertical feet (6') above the Tenant RAD Center and six vertical feet (6') below the Tenant RAD Center (the "**Primary RAD Space**") within which any portion of Tenant's communication equipment and improvements might be located, operated or maintained. The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Water Tank, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Water Tank on which Tenant's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term (as defined in Section 3(d) below) of this Agreement, Tenant may use portions of the Water Tank outside of, but adjacent to, the Primary RAD Space to accommodate Tenant's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to (A) Tenant's confirmation that the space is available; (B) Tenant obtaining the prior written approval of Landlord's City Manager (or City Manager's designee), which approval shall not be unreasonably withheld, conditioned or delayed; and (C) Tenant's determination, with the reasonable concurrence of Landlord, that sufficient structural loading capacity (1) is available on the Water Tank, or (2) can be made available through structural modifications to the Water Tank. Notwithstanding the foregoing, in no event shall Landlord condition any such approval/consent on any increase in the Rent or any other direct or indirect costs or fees to Tenant under this Agreement. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space; and

(iii) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space, and the Primary RAD Space or any Extended Primary RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the "**Premises**".

(b) During the Option Term, and during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Two Thousand Five Hundred and No/100 Dollars ($2,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred (each, a "**Transfer**") at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant without Landlord's consent; provided, however, that Tenant shall have the right to Transfer the Option to any third party agreeing to be subject to the terms hereof, only with the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement, provided, however, that Tenant shall not increase the number of antennas in the Primary RAD Space above sixteen (16) without Landlord's prior written approval, which approval shall not be unreasonably, withheld, conditioned or delayed. The parties acknowledge that emergency/e-911 antennas shall not be included in the calculation of the Primary RAD Space antenna count. Notwithstanding the foregoing, in no event shall Landlord condition any such approval/consent on any increase in the Rent or any other direct or indirect costs or fees to Tenant under this Agreement. Additionally, Tenant may only install microwave dishes or point to point links on the Water Tank pursuant to a reasonable written amendment to this Agreement, which written amendment the parties shall use reasonable efforts to complete. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such

documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

**4. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand Six Hundred and No/100 Dollars ($1,600.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two and one-half percent (2½%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) Without limiting Tenant's indemnification of Landlord, and prior to Tenant's commencement of construction of the Communication Facility at the Property, Tenant shall obtain, provide, and continuously maintain at its own expense during the Term of this Agreement, and shall require any and all subcontractors of every tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to Landlord.

(b) Tenant shall maintain limits no less than:

(i) $3,000,000 General Liability (including operations, products and completed operations) per occurrence, $6,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that Landlord and its officers, officials, employees and agents shall be additional insureds under such policies.

(ii) $1,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Tenant arising out of or in connection with any construction work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that Landlord and its officers, officials, employees and agents shall be additional insureds under such policies.

(iii) Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Tenant shall submit to Landlord, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Landlord, it's officers, agents, employees, and volunteers.

(c) Tenant shall procure and maintain, for the Term of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of any construction work hereunder by Tenant, its agents, representatives, employees, or subcontractors as specified in this Agreement.

(d) Tenant shall provide to Landlord certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Landlord prior to commencement of performance. Current evidence of insurance shall be kept on file with Landlord at all times during the Term of this Agreement. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

(e) All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

(f) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Landlord, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against Landlord and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Tenant acknowledges and agrees that any actual or alleged failure on the part of Landlord to inform Tenant of non-compliance with any requirement imposes no additional obligations on Landlord, nor does it waive any rights hereunder.

(h) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

(i) Tenant agrees to oblige its insurance agent or broker and insurers to provide to Landlord with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

(j) Any self-insured retentions must be declared to and approved by Landlord. Landlord reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Landlord's Risk Manager.

(k) Tenant shall give Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(l) Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of any construction work as permitted under this Agreement.

**8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, and solely owns the Water Tank; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (**"Claims"**), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12.** **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13.** **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14.** **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Water Tank, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Water Tank's structural integrity at all times (which shall mean that at no time will Landlord allow the Water Tank condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Water Tank to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Water Tank (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Water Tank, including the costs of related Government Approvals or other approvals,

to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Water Tank modification costs to support the installations of other tenants or for the Water Tank to comply with applicable Laws so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

## 15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If

Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to Transfer its interest under this Agreement, in whole or part, without Landlord's consent, **only to**: (a) an Affiliate of Tenant, or (b) any entity that acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such a Transfer, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent **only to** an Affiliate of Tenant. Tenant may not otherwise Transfer this Agreement or sublease the Premises without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:
New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to the AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
208 S. Akard Street
Dallas, TX 75202

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:
City of Madera
205 W. 4th Street
Madera, CA 93637

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(c) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group -- Taxes
Re: Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
575 Morosgo Drive NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

**22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 & CA FTB Form 590
vi. Completed and Signed AT&T Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit**. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/CA FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address. A copy of the IRS Form W-9 and the CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24k**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

City of Madera,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

**"TENANT"**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT THREE (3) PAGES]**

**TENANT ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**LANDLORD ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**LANDLORD ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**
Page 1 of 13

to the Option and Structure Lease Agreement dated _____, 2018, by and between the City of Madera, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

**The Property is legally described as follows:**

Real property in the City of Madera, County of Madera, State of California, described as follows:

LOTS 26, 27, 28, 29, 30, 31 AND 32 OF DUSTHIMER'S SUBDIVISION OF BLOCK 11, OF DUSTHIMER'S SUBDIVISION TO THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "PLAT OF BLOCK 11, DUSTHIMER'S SUBDIVISION, IN THE MILLER & LUX ADDITION, IN MADERA, CALIFORNIA FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, ON MARCH 12TH 1894, IN BOOK 1 OF MAPS AT PAGE 7.

APN: 003-021-008

**The Premises are described and/or depicted as follows:**

[Plan Set Dated July 12, 2018, Prepared by MST Architects, and
Consisting of Twelve (12) Pages, Appears on Following Pages]

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

REVIEWED
By Summer Maddux at 10:08 am, Jul 12, 2018

REVIEWED
By Jake Baluyut at 2:08 pm, Jul 12, 2018

REVIEWED
By Brian Foster at 5:33 am, Jul 13, 2018

# SITE NUMBER: CVL01150
# SITE NAME: COLUMBUS ST. & RIVERSIDE DRIVE

at&t

FA CODE: 14066698
USID: 186198

716 COLUMBIA STREET
MADERA, CA. 93638
JURISDICTION: MADERA COUNTY
APN: 003-021-008

# SITE TYPE: PRE-MANUFACTURED WALK-IN CABINET / WATER TANK

## PROJECT DESCRIPTION

(E) UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY

1. INSTALL (N) 30'-0" MONOPINE
2. INSTALL (6) PROPOSED ANTENNAS
3. INSTALL (3) PROPOSED RRUS
4. INSTALL (1) PROPOSED SURGE SUPPRESSOR
5. INSTALL (N) GPS ANTENNA
6. INSTALL (N) PRE-MANUFACTURED WALK-IN CABINET ON (N) CONCRETE PAD
7. INSTALL (N) 5,000 GALLON WATER TANK
8. INSTALL (N) 6' CHAIN LINK FENCE WITH (N) 16' WIDE GATE
9. INSTALL (N) UNDERGROUND UTILITIES

## PROJECT INFORMATION

PROPERTY INFORMATION:

| | |
|---|---|
| SITE NAME: | COLUMBUS ST. AND RIVERSIDE DR #2 |
| SITE NUMBER: | CVL01150 |
| SITE ADDRESS: | 716 COLUMBIA STREET MADERA, CA 93638 |
| A.P.N. NUMBER: | 003-021-008 |
| CURRENT USE (PER): | PF (PUBLIC FACILITIES) |
| JURISDICTION: | CITY OF MADERA |

PROPERTY OWNER:
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA. 93637

## PROJECT TEAM

APPLICANT / LESSEE:
AT&T
2600 CAMINO RAMON #WSSE1N
SAN RAMON, CA 94583

RF ENGINEER:
AT&T
3536 E. OLIVE AVE
FRESNO, CA 93727
CONTACT: JAKE BALUYUT
EMAIL: jb7714@att.com
(559) 434-5474

CONSTRUCTION MANGER:
ERICSSON
4146 STONERIDGE MALL RD. #350
PLEASANTON, CA 94588
CONTACT: BRIAN FOSTER
EMAIL: brian.foster@ericsson.com
PH: (530) 680-6843

ARCHITECT / ENGINEER:
MST ARCHITECTS, INC.
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815
CONTACT: MANUEL S. TEHLAS
EMAIL: manuel@mstarchitects.com
PH: (916) 267-1520

ZONING MANAGER:
COMPLETE WIRELESS CONSULTING, INC.
2009 V STREET
SACRAMENTO, CA 95818
CONTACT: GENE JOHNSON
EMAIL: gjohnson@completewireless.net
PH: 916-706-2057

LEASING MANAGER:
COMPLETE WIRELESS CONSULTING, INC.
2009 V STREET
SACRAMENTO, CA 95818
CONTACT: CHRISTOPHER BRINGGOLD
EMAIL: CBringgold@completewireless.net
PH: (916) 214-2729

## SHEET INDEX

| REV | | |
|---|---|---|
| T- | TITLE SHEET | # |
| GN-1 | GENERAL NOTES, ABBREVIATIONS, & NOTES | # |
| C-1 | SURVEY SHEET | # |
| A-1.1 | SITE PLAN | # |
| A-2.1 | EQUIPMENT AREA PLAN | # |
| A-3.1 | ANTENNA PLANS & SCHEDULE | # |
| A-3.2 | ANTENNA PLAN | # |
| A-3.3 | ANTENNA PLANS | # |
| A-3.4 | ANTENNA DETAILS | # |
| A-4.1 | PROPOSED ELEVATIONS | # |
| A-4.2 | PROPOSED ELEVATIONS | # |
| A-4.3 | PROPOSED ELEVATIONS | # |

## CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT ENFORCED VERSIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. IN THE EVENT OF A CONFLICT BETWEEN THESE CODES AND THE MANUFACTURER'S INSTRUCTIONS, THE MORE STRINGENT SHALL APPLY.

1. 2016 CALIFORNIA ADMINISTRATIVE CODE, CHAPTER 1B, PART 1, TITLE 24 CODE OF REGULATIONS.
2. 2016 CALIFORNIA BUILDING CODE (CBC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2015 IBC (PART 2, VOL. 1&2)
3. 2016 CALIFORNIA RESIDENTIAL CODE (CRC) WITH APPENDIX H, PATIO COVERS, BASED ON THE 2015 IRC (PART 2.5)
4. 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN) (PART 11) (EFFECTIVE ENERGY PROVISIONS ONLY)
5. 2016 CALIFORNIA FIRE CODE (CFC), BASED ON THE 2015 IFC, WITH CALIFORNIA AMENDMENTS, (PART 9)
6. 2016 CALIFORNIA MECHANICAL CODE (CMC), BASED ON THE 2015 UMC (PART 4)
7. 2016 CALIFORNIA PLUMBING CODE (CPC), BASED ON THE 2015 UPC (PART 5)
8. 2016 CALIFORNIA ELECTRICAL CODE (CEC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2015 NEC (PART 3)
9. 2016 CALIFORNIA ENERGY CODE (CEC)
10. 24 CFR PART 3280
11. 2016 ASCE 7-10 AND EARTH CODE
12. 2016 NFPA 72 NATIONAL FIRE ALARM CODE
13. 2016 NFPA 13 FIRE SPRINKLER CODE

## OCCUPANCY AND CONSTRUCTION TYPE

OCCUPANCY: S-2 (UNMANNED TELECOMMUNICATIONS FACILITY, U TOWER)

CONSTRUCTION TYPE: V-B

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY ACCESS AND EQUIPMENTS ARE NOT REQUIRED, IN ACCORDANCE WITH CALIFORNIA STATE ADMINISTRATIVE CODE, PART 2, TITLE 24, SECTION 11B-203.5 EXCEPTION 1 & SECTION 11B-2.2.1 EXCEPTION 4

## VICINITY MAP




## DIRECTIONS FROM AT&T

DIRECTIONS FROM AT&T'S OFFICE AT 2600 CAMINO RAMON, SAN RAMON, CA.

1. HEAD EAST
2. TURN RIGHT TOWARD CAMINO RAMON
3. TURN RIGHT ONTO CAMINO RAMON
4. TURN RIGHT ONTO BOLLINGER CANYON RD
5. MERGE ONTO I-680 S VIA THE RAMP TO SAN JOSE
6. TAKE EXIT 30A TO MERGE ONTO I-580 E TOWARD STOCKTON
7. KEEP LEFT TO STAY ON I-580 E
8. CONTINUE ON I-205 E. FOLLOW SIGNS FOR INTERSTATE 205/TRACY/STOCKTON
9. MERGE ONTO I-5 N
10. TAKE EXIT 461 FOR CA-120 TOWARD MANTECA/SONORA
11. CONTINUE ONTO CA-120 E
12. TAKE EXIT 4 TO MERGE ONTO CA-99 S TOWARD MODESTO/FRESNO
13. TAKE EXIT 139 FOR CLEVELAND AVE
14. TURN LEFT ONTO AVE 35 1/2/W CLEVELAND AVE (SIGNS FOR MILLERTON LAKE)
15. CONTINUE TO FOLLOW W CLEVELAND AVE
16. TURN RIGHT TO STAY ON W CLEVELAND AVE
17. KEEP RIGHT TO CONTINUE ON SHARON BLVD
18. SHARON BLVD TURNS SLIGHTLY LEFT AND BECOMES RIVERSIDE DR
19. TURN LEFT ONTO COLUMBIA ST
20. DESTINATION WILL BE ON THE RIGHT

## APPROVALS

| APPROVED BY: | INITIALS | DATE: |
|---|---|---|
| AT&T: | | |
| VENDOR: | | |
| RF: | | |
| LEASING / LANDLORD: | | |
| ZONING: | | |
| CONSTRUCTION: | | |
| POWER / TELCO: | | |
| FLSE: | | |

## GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE PLOT 11X17 AT 24" x 36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOBSITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS. OR BE RESPONSIBLE FOR THE SAME

DIGALERT
800-227-2600

Issued for:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR:
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 162.2196 |
| DRAWN BY: | MRVZ |
| CHECKED BY: | DP |

| | | |
|---|---|---|
| | 07/12/18 | 100% ZD REV 2 |
| | 06/13/18 | 100% ZD REV 1 |
| | 03/22/18 | 100% ZD |
| | 04/27/18 | 90% ZD |
| # | DATE | REVISION |

Disclaimer

Architect:
MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

## GENERAL CONSTRUCTION NOTES:

1. PLANS ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.

3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.

4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CBC / UBC'S REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.

6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWINGS, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE GRID NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.

7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.

8. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.

9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON THE PLAN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT / ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.

10. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICALLY, PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT / ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT / ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.

11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.

12. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED / DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO IT'S ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SITE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS-BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO THE ARCHITECT / ENGINEER AT COMPLETION OF PROJECT.

13. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

14. INCLUDE MISC ITEMS PER AT&T SPECIFICATIONS

## APPLICABLE CODES, REGULATIONS AND STANDARDS:

ELECONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.

THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

ELECONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARD FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
- IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS TELCORDIA GR-63 NETWORK EQUIPMENT-BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
**TELCORDIA GR-347 CENTRAL OFFICE POWER WIRING**
TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS
TELCORDIA GR-1503 COAXIAL CABLE CONNECTIONS

ANY AND ALL OTHER LOCAL, STATE, LAWS AND REGULATIONS

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| A.B. | ANCHOR BOLT | (N.I.C.) | (NOT INCLUDED) |
| ABV. | ABOVE | INT. | INTERIOR |
| ACCA | ANTENNA CABLE COVER ASSEMBLY | (E) (F) | FOUNDED |
| ADD'L | ADDITIONAL | L.B. | LAG BOLTS |
| A.F.F. | ABOVE FINISHED FLOOR | L.F. | LINEAR FEET (FOOT) |
| A.F.G. | ABOVE FINISHED GRADE | L. | LONG (LEGHAN) |
| ALUM. | ALUMINUM | MAS. | MASONRY |
| ALT. | ALTERNATE | MAX. | MAXIMUM |
| ANT. | ANTENNA | MB. | MACHINE BOLT |
| APPROX. | APPROXIMATELY | MECH. | MECHANICAL |
| ARCH. | ARCHITECTURAL | MFR. | MANUFACTURER |
| AWG. | AMERICAN WIRE GAUGE | MIN. | MINIMUM |
| BLDG. | BUILDING | MISC. | MISCELLANEOUS |
| BLK. | BLOCK | MTL. | METAL |
| BLKG. | BLOCKING | (N) | NEW |
| BM. | BEAM | NO (#) | NUMBER |
| B.V. | BOUNDARY VALUND | N.T.S. | NOT TO SCALE |
| BTW. | BARE TINNED COPPER WIRE | O.C. | ON CENTER |
| B.O.F. | BOTTOM OF FOOTING | OPNG. | OPENING |
| BOU | BACKUP CABINET | P.C. | PRECAST CONCRETE |
| CAB. | CABINET | PCS | PERSONAL COMMUNICATION SERVICES |
| CANT. | CANTILEVER(ED) | PLY. | PLYWOOD |
| C.I.P. | CAST IN PLACE | PTC | POWER PROTECTION CABINET |
| CLG. | CEILING | PRC | PRIMARY RADIO CABINET |
| CLR. | CLEAR | P.S.F. | POUNDS PER SQUARE FOOT |
| COL. | COLUMN | P.S.I. | POUNDS PER SQUARE INCH |
| CONC. | CONCRETE | P.T. | PRESSURE TREATED |
| CONN. | CONNECTION(OR) | PWR. | POWER (CABINET) |
| CONST. | CONSTRUCTION | QTY. | QUANTITY |
| CONT. | CONTINUOUS | RAD (R) | RADIUS |
| @ | PENNY (NAILS) | REF. | REFERENCE |
| DBL. | DOUBLE | REINF. | REINFORCE(MENT)(ING) |
| DEPT. | DEPARTMENT | REQ'D | REQUIRED |
| D.F. | DOUGLAS FIR | RGS. | RIGID GALVANIZED STEEL |
| DIA. | DIAMETER | SCH. | SCHEDULE |
| DIAG. | DIAGONAL | SHT. | SHEET |
| DIM. | DIMENSION | SIM. | SIMILAR |
| DWG. | DRAWING(S) | SPEC. | SPECIFICATIONS |
| DWL. | DOWEL(S) | SQ. | SQUARE |
| EA. | EACH | S.S. | STAINLESS STEEL |
| EL. | ELEVATION | STD. | STANDARD |
| ELEC. | ELECTRICAL | STL. | STEEL |
| ELEV. | ELEVATOR | STR. (E) | STRUCTURE (EXISTING) |
| EMT. | ELECTRICAL METALLIC TUBING | TEMP. | TEMPORARY |
| E.N. | EDGE NAIL | T.E. | "MECHANICH" |
| ENG. | ENGINEER | T.N. | "DEHNE |
| EQ. | EQUAL | T.O.A. | "TOP OF ANTENNA |
| EXP. | EXPANSION | T.O.C. | "TOP OF CURB |
| EXIST. (E) | EXISTING | T.O.P. | "TOP OF PARAPET(ING) |
| EXT. | EXTERIOR | T.O.R. | "TOP OF ROOF(ING PAPER) |
| FAB. | FABRICATION(OR) | T.O.S. | "TOP OF STEEL |
| F.F. | FINISH FLOOR | T.O.W. | "TOP OF WALL |
| F.G. | FINISH GRADE | TYP. | TYPICAL |
| FIN. | FINISH(ED) | U.G. | UNDERGROUND |
| FLR. | FLOOR | U.L. | UNDERWRITERS LABORATORY |
| FDN. | FOUNDATION | U.N.O. | UNLESS NOTED OTHERWISE |
| F.O.C. | FACE OF CONCRETE | VIF. | VERIFY IN FIELD |
| F.O.M. | FACE OF MASONRY | W. | WIDE (WIDTH) |
| F.O.S. | FACE OF STUD | W/ | WITH |
| F.O.W. | FACE OF WALL | WD. | WOOD |
| FS. | FINISH SURFACE | W.P. | WEATHERPROOF |
| FT. (') | FOOT (FEET) | WT. | WEIGHT |
| FTG. | FOOTING | Q | CENTERLINE |
| GA. | GAUGE | ℄ | PLATE, PROPERTY LINE |
| GALV. | GALVANIZED | | |
| G.F.I. | GROUND FAULT CIRCUIT INTERRUPTER | | |
| GLB (GLULAM) | GLUE LAMINATED BEAM | | |
| GPS | GLOBAL POSITIONING SYSTEM | | |
| GR'ND. | GROUND | | |
| HDR. | HEADER | | |
| HGR. | HANGER | | |
| HT. | HEIGHT | | |
| I.G.B. | ISOLATED COPPER GROUND BAR | | |

## SYMBOLS LEGEND

- SECT. ELEVATION
- WALL SECTION
- DETAIL
- ELEVATION
- DOOR SYMBOL
- WINDOW SYMBOL
- TELCO PANEL MARK
- PROPERTY LINE
- CENTERLINE
- ELEVATION DATUM
- GRID/COLUMN LINE
- KEYNOTE, DIMENSION ITEM
- KEYNOTE, CONSTRUCTION ITEM
- WALL TYPE MARK
- OFFICE — ROOM NAME / ROOM NUMBER

- GROUT OR PLASTER
- (E) BRICK
- (E) MASONRY
- CONCRETE
- EARTH
- GRAVEL
- PLYWOOD
- SAND
- (E) STEEL
- WATER LINE
- GROUND CONDUCTOR
- OH — OVERHEAD SERVICE CONDUCTORS
- TELEPHONE CONDUIT
- POWER CONDUIT
- COAXIAL CABLE
- CHAIN LINK FENCE
- WOOD FENCE
- (E) ANTENNA
- (N) RRU
- (N) DC SURGE SUPPRESSION
- (N) ANTENNA
- (N) RRU
- (E) EQUIPMENT

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR:
at&t
2460 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE
Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 16237.89 |
| DRAWN BY: | MWS |
| CHECKED BY: | SV |

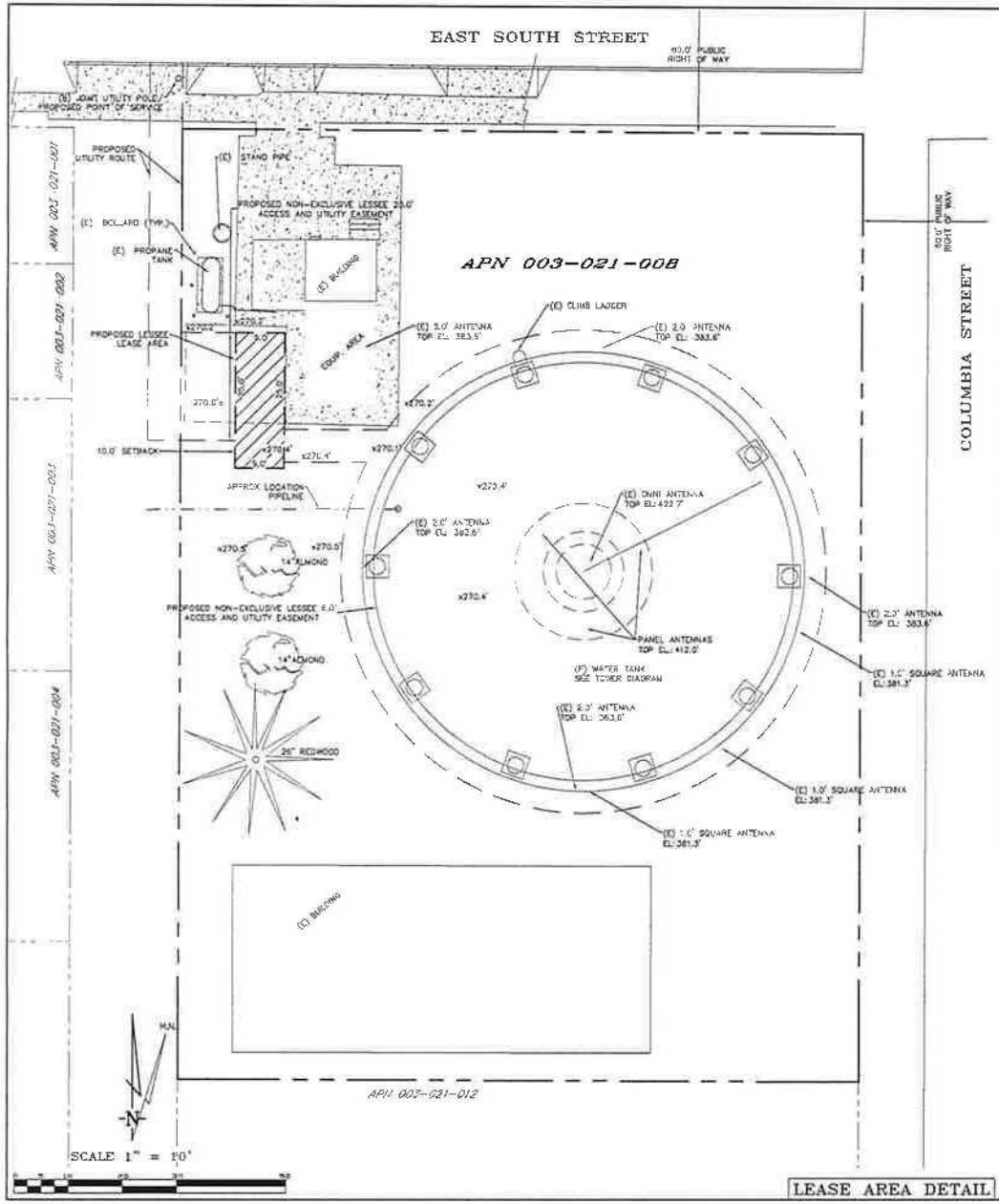
| | | |
|---|---|---|
| | 07/12/18 | 100% ZD REV 2 |
| | 06/13/18 | 100% ZD REV 1 |
| | 05/23/18 | 100% ZD |
| | 04/27/18 | 90% ZD |

Licensure:

Architect:
MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
GN-1




DATE OF SURVEY: 04-15-16

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GIL, RCE 74803

LOCATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM, ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.51' FROM ELEVATIONS SHOWN.

FEMA FIRM/FLOOD ZONE X PER FIRM 06039C1155E, DATED 09-26-2008.

CONTOUR INTERVAL: N.A.

ASSESSOR'S PARCEL NUMBER: 003-021-008

LANDLORD(S): CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Project Name: CVL01150 Columbus St. & Riverside Drive

Project Site Location: 716 Columbia Street
Madera, CA 93638
Madera County

Date of Observation: 04-16-16

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Geo XT post processed with Pathfinder Office software.

Type of Antenna Mount: Existing Water Tank

**Coordinates**

Latitude: N 36°58'12.24" (NAD83) N 36°58'12.43" (NAD27)
Longitude: W 120°03'55.86" (NAD83) W 120°38'53.27" (NAD27)

Latitude: N 36.970067° (NAD83) N 36.970119° (NAD27)
Longitude: W 120.065794° (NAD83) W 120.114797° (NAD27)

ELEVATION of Ground at Structure (NAVD88) 270.6' AMSL
Height of Structure: 146.1' AGL
Overall Height (Omni Antenna) 152.1' AGL

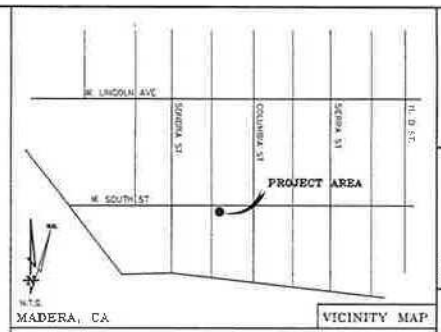
CVL01150 Columbus St. & Riverside Drive
Lease Area Description

All that certain lease area being a portion of Lots 26-32 as shown on the "Plat of Block 1 Dustin Irwin's Subdivision in the Miller and Lux Addition in Madera, Cal." filed in Book 1 of Maps, Page 7 of Madera County, California Recorder, being more particularly described as follows:

Commencing at the Northwest corner of the aforementioned Lot 32; thence along the West (name) South 00°13'00" West, 37.38 feet; thence leaving said West boundary South 89°47'00" East, 10.38 feet to the True Point of Beginning; thence from said point of beginning South 89°47'00" East, 9.00 feet; thence South 00°13'00" West, 25.00 feet; thence North 89°47'00" West, 9.00 feet; thence North 00°13'00" East, 25.00 feet to the point of beginning.

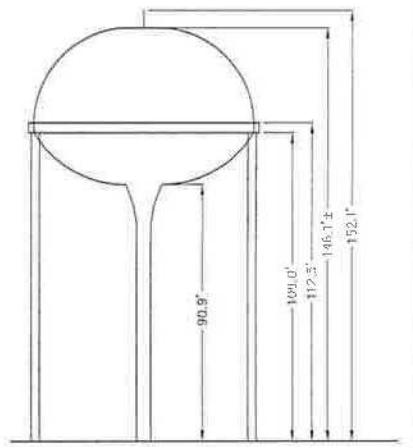
Together with easement for access and utility purposes, twenty feet in width, the centerline of which is described as follows: Beginning at a point on the West boundary of the above described lease area which bears South 00°13'00" West, 10.38 feet from the Northwest corner thereof; thence from said point of beginning North 89°47'00" West, 10.0 feet more or less to the public right of way.

Together with easement for access and utility purposes, six feet in width, from the above described lease area, to the existing water tank now constructed on the aforementioned Lots 26-32; thence on said water tank as necessary for the placement of cellular antennas and appurtenances.




THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED UNLESS BY WRITTEN PERMISSION FROM GIL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A DRAFTED DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.



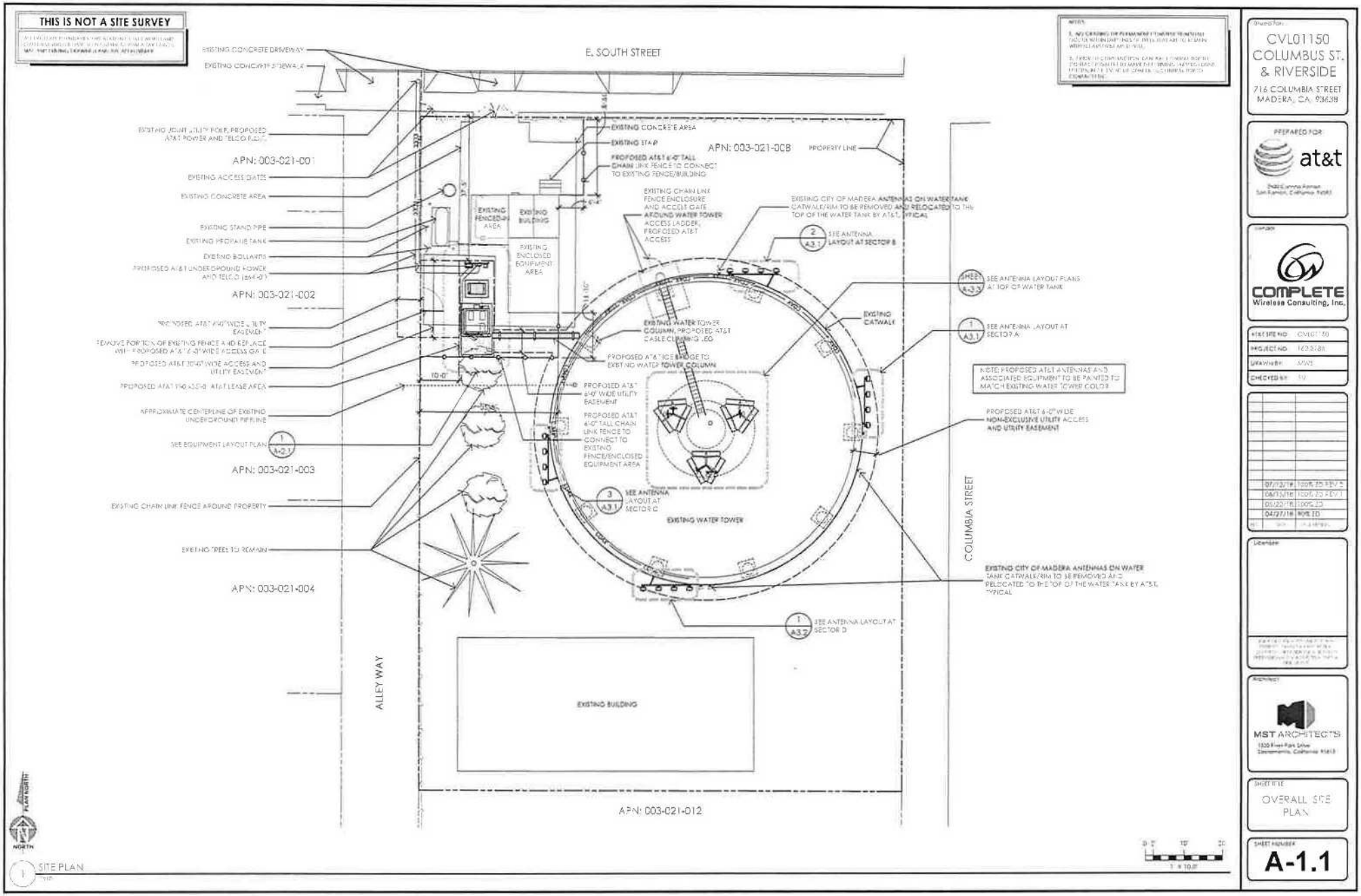

GIL ENGINEERING
Surveyor
DEPT APPROVED DATE
A&C
RE
BE
ENT
ELEV.
GPS
ELEVOUT

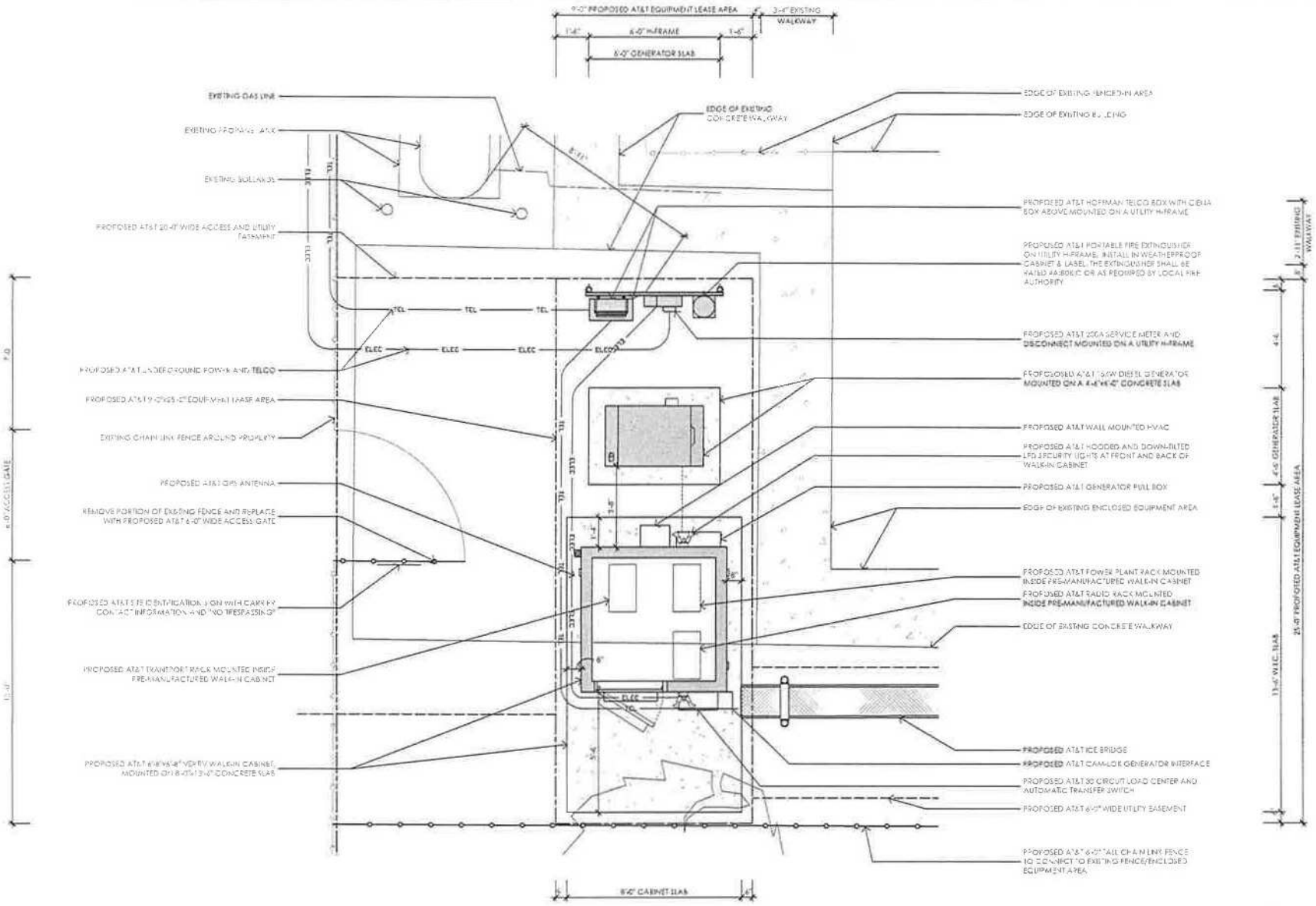
at&t MOBILITY

CVL01150
Columbus St. & Riverside Drive
716 Columbia Street
Madera, CA 93638
PLOT PLAN AND SITE TOPOGRAPHY

| REVISIONS | | | |
|---|---|---|---|
| REV | 04-22-16 Preliminary Drawing | GS | |
| REV | 04-28-16 corr. site name | GS | |
| REV | 05-11-16 add. added | GS | |
| REV | | | |
| REV | | | |
| REV | | | |

Sheet
C-1


THIS IS NOT A SITE SURVEY
E. SOUTH STREET
EXISTING CONCRETE DRIVEWAY
EXISTING CONCRETE SIDEWALK
EXISTING JOINT UTILITY POLE, PROPOSED AT&T POWER AND TELCO RISER
APN: 003-021-001
EXISTING ACCESS GATES
EXISTING CONCRETE AREA
EXISTING STAND PIPE
EXISTING PROPANE TANK
EXISTING BOLLARDS
PROPOSED AT&T UNDERGROUND POWER AND TELCO (864-0")
APN: 003-021-002
PROPOSED AT&T 4'-0" WIDE UTILITY EASEMENT
REMOVE PORTION OF EXISTING FENCE AND RELOCATE WITH PROPOSED AT&T 6'-0" WIDE ACCESS GATE
PROPOSED AT&T 30'-0" WIDE ACCESS AND UTILITY EASEMENT
PROPOSED AT&T 1740 SQ.FT. AT&T LEASE AREA
APPROXIMATE CENTERLINE OF EXISTING UNDERGROUND PIPELINE
SEE EQUIPMENT LAYOUT PLAN
APN: 003-021-003
EXISTING CHAIN LINK FENCE AROUND PROPERTY
EXISTING TREES TO REMAIN
APN: 003-021-004
ALLEY WAY
EXISTING BUILDING
APN: 003-021-012
EXISTING CONCRETE AREA
EXISTING STAIR
PROPOSED AT&T 6'-0" TALL CHAIN LINK FENCE TO CONNECT TO EXISTING FENCE/BUILDING
APN: 003-021-008
PROPERTY LINE
EXISTING CHAIN LINK FENCE ENCLOSURE AND ACCESS GATE AROUND WATER TOWER ACCESS LADDER, PROPOSED AT&T ACCESS
EXISTING FENCED-IN AREA
EXISTING BUILDING
EXISTING ENCLOSED EQUIPMENT AREA
EXISTING CITY OF MADERA ANTENNAS ON WATER TANK CATWALK/RIM TO BE REMOVED AND RELOCATED TO THE TOP OF THE WATER TANK BY AT&T, TYPICAL
2 A3.1 SEE ANTENNA LAYOUT AT SECTOR B
SHEET A-3.3 SEE ANTENNA LAYOUT PLANS AT TOP OF WATER TANK
EXISTING CATWALK
1 A3.1 SEE ANTENNA LAYOUT AT SECTOR A
EXISTING WATER TOWER COLUMN, PROPOSED AT&T CABLE CLIMBING LEG
PROPOSED AT&T ICE BRIDGE TO EXISTING WATER TOWER COLUMN
NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR
PROPOSED AT&T 4'-0" WIDE UTILITY EASEMENT
PROPOSED AT&T 6'-0" WIDE NON-EXCLUSIVE UTILITY ACCESS AND UTILITY EASEMENT
PROPOSED AT&T 4'-0" TALL CHAIN LINK FENCE TO CONNECT TO EXISTING FENCE/ENCLOSED EQUIPMENT AREA
3 A3.1 SEE ANTENNA LAYOUT AT SECTOR C
EXISTING WATER TOWER
COLUMBIA STREET
EXISTING CITY OF MADERA ANTENNAS ON WATER TANK CATWALK/RIM TO BE REMOVED AND RELOCATED TO THE TOP OF THE WATER TANK BY AT&T, TYPICAL
1 A3.2 SEE ANTENNA LAYOUT AT SECTOR D
1 SITE PLAN
1" = 10'-0"
CVL01150 COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET MADERA, CA. 93638
PREPARED FOR
at&t
COMPLETE Wireless Consulting, Inc.
AT&T SITE NO: CVL01150
PROJECT NO: 142.5788
DRAWN BY: MMS
CHECKED BY: TO
07/13/18 100% ZD REV 5
06/13/18 100% ZD REV 4
05/22/18 100% ZD
04/27/18 90% ZD
MST ARCHITECTS
1320 River Park Drive Sacramento, California 95815
SHEET TITLE
OVERALL SITE PLAN
SHEET NUMBER
A-1.1




1 EQUIPMENT AREA PLAN
3/4"=1'-0"

CVL01150
COLUMBUS ST. & RIVERSIDE
7166 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR
at&t
7660 Centurion Parkway
San Ramon, California 94583

VENDOR
COMPLETE Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO. | CVL01150 |
| PROJECT NO. | 162.2194 |
| DRAWN BY: | MMS |
| CHECKED BY: | SV |

| | |
|---|---|
| 07/12/18 | 100% ZD REV 3 |
| 06/13/18 | 100% ZD REV 1 |
| 05/22/18 | 100% ZD |
| 04/27/18 | 90% ZD |

ARCHITECT
MST ARCHITECTS
1329 Howe Ave, Suite
Sacramento, California 95815

SHEET TITLE
EQUIPMENT LAYOUT PLAN

SHEET NUMBER
A-2.1

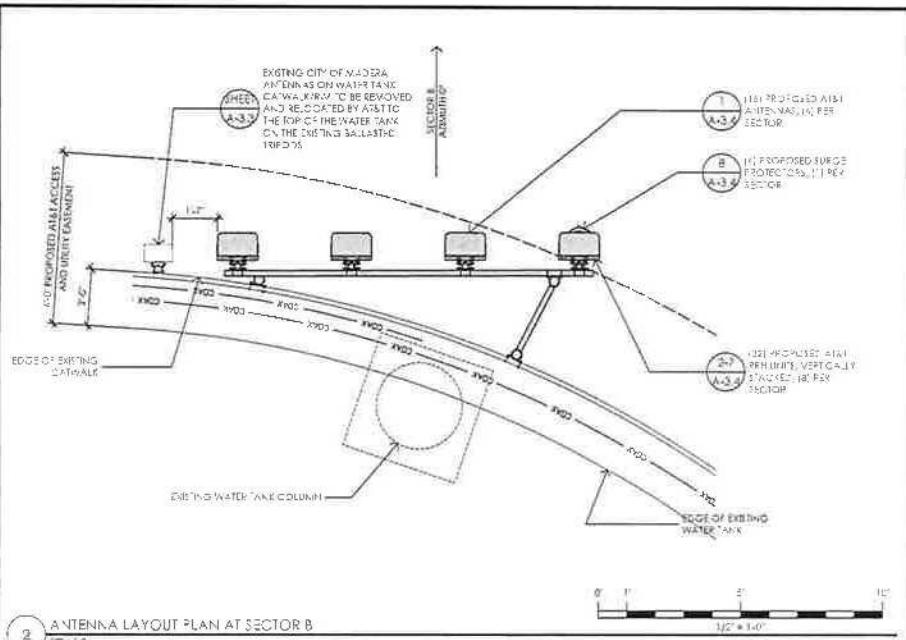
## RF SCHEDULE

| SECTOR | | ANTENNA MODEL NO. | AZIMUTH | CENTERLINE | RRU | TMA | FEEDER LENGTH | COAX LENGTH | COAX DIA. | NO. OF TRUNKS |
|---|---|---|---|---|---|---|---|---|---|---|
| ALPHA | A | QUINTEL QS8458-5 | 90° | ±111'-0" | (1) RRUS-11 B12 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | A2 | QUINTEL QS8458-5 | 90° | ±111'-0" | (1) 4478 B14 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | A4 | QUINTEL QS8458-5 | 90° | ±111'-0" | (1) 4478 B5 / (1) 4426 B66 | - | ±140'-0" | - | - | 2 |
| | A4 | QUINTEL QS8458-5 | 90° | ±111'-0" | (1) RRUS-32 B66 / (1) RRUS-32 | - | ±140'-0" | - | - | 2 |
| BETA | B | QUINTEL QS8458-5 | 0° | ±111'-0" | (1) RRUS-11 B12 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | B2 | QUINTEL QS8458-5 | 0° | ±111'-0" | (1) 4478 B14 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | B4 | QUINTEL QS8458-5 | 0° | ±111'-0" | (1) 4478 B5 / (1) 4426 B66 | - | ±140'-0" | - | - | 2 |
| | B4 | QUINTEL QS8458-5 | 0° | ±111'-0" | (1) RRUS-32 B66 / (1) RRUS-32 | - | ±140'-0" | - | - | 2 |
| GAMMA | C1 | QUINTEL QS8458-5 | 270° | ±111'-0" | (1) RRUS-11 B12 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | C2 | QUINTEL QS8458-5 | 270° | ±111'-0" | (1) 4478 B14 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | C4 | QUINTEL QS8458-5 | 270° | ±111'-0" | (1) 4478 B5 / (1) 4426 B66 | - | ±140'-0" | - | - | 2 |
| | C4 | QUINTEL QS8458-5 | 270° | ±111'-0" | (1) RRUS-32 B66 / (1) RRUS-32 | - | ±140'-0" | - | - | 2 |
| DELTA | D1 | QUINTEL QS8458-5 | 180° | ±111'-0" | (1) RRUS-11 B12 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | D2 | QUINTEL QS8458-5 | 180° | ±111'-0" | (1) 4478 B14 / (1) 4415 B25 | - | ±140'-0" | - | - | 2 |
| | D3 | QUINTEL QS8458-5 | 180° | ±111'-0" | (1) 4478 B5 / (1) 4426 B66 | - | ±140'-0" | - | - | 2 |
| | D4 | QUINTEL QS8458-5 | 180° | ±111'-0" | (1) RRUS-32 B66 / (1) RRUS-32 | - | ±140'-0" | - | - | 2 |

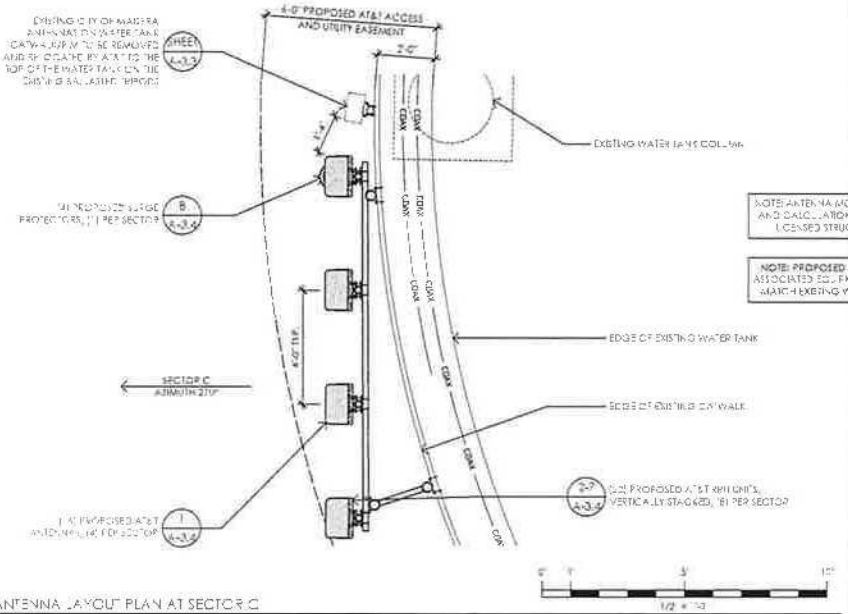
(E) DATA SHEET VERIFIED BY SPECTRA EQUIPMENT IS PRELIMINARY AND SUBJECT TO CHANGE

NOTE: ANTENNA POSITIONS ARE LEFT TO RIGHT FROM THE FRONT OF ANTENNA

4 RF SCHEDULE
NO SCALE



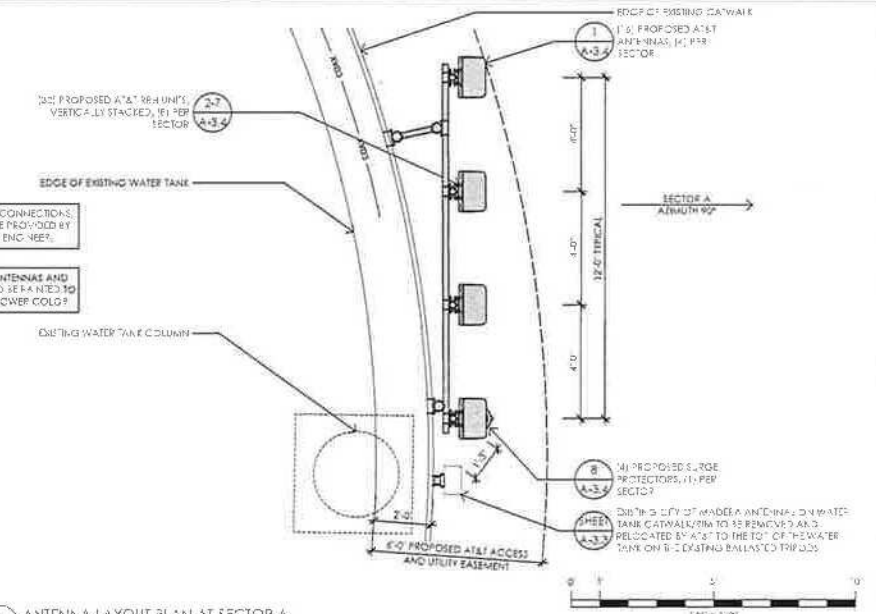

2 ANTENNA LAYOUT PLAN AT SECTOR B
1/2" = 1'-0"




3 ANTENNA LAYOUT PLAN AT SECTOR C
1/2" = 1'-0"

NOTE: ANTENNA MOUNTS, CONNECTIONS, AND CALCULATIONS TO BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.

NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR




1 ANTENNA LAYOUT PLAN AT SECTOR A
1/2" = 1'-0"

CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBUS STREET
MADERA, CA. 93638

PREPARED FOR
at&t

COMPLETE Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO. | CVL01150 |
| PROJECT NO. | 1622186 |
| DRAWN BY | MMS |
| CHECKED BY | SV |

| | | |
|---|---|---|
| 2 | 12/13/18 | 100% ZD REV 2 |
| 1 | 12/13/18 | 100% ZD REV |
| 0 | 08/22/18 | 100% ZD |
| DA | 07/27/18 | 90% ZD |

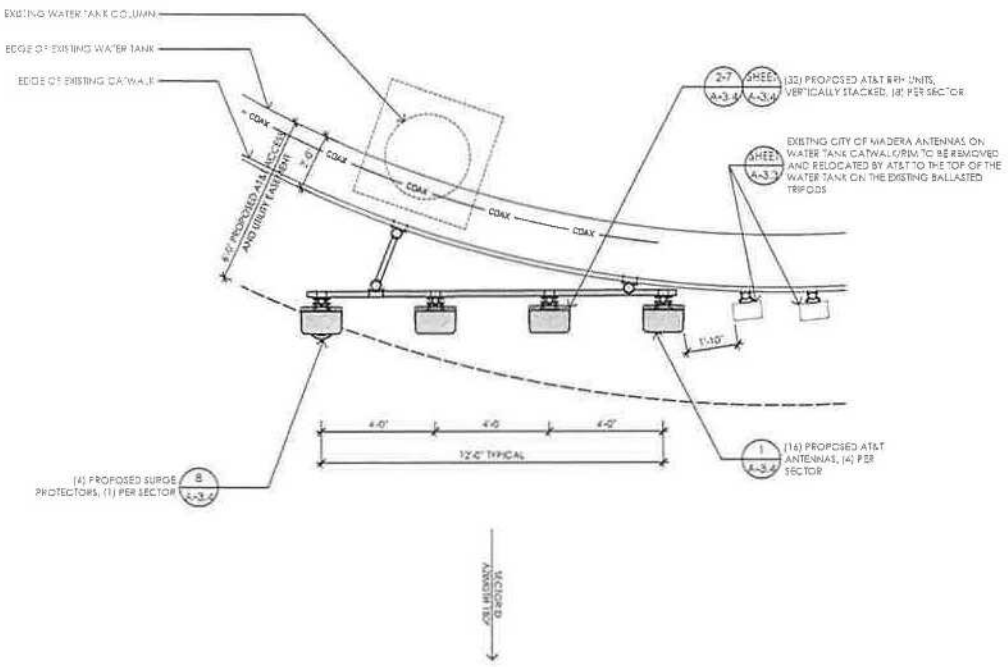
MST ARCHITECTS

SHEET TITLE
ANTENNA PLANS AND SCHEDULE

SHEET NUMBER
A-3.1

NOTE: ANTENNA MOUNTS, CONNECTIONS, AND CALCULATIONS TO BE PROVIDED BY LICENSED STRUCTURAL ENGINEER

NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR




1 ANTENNA LAYOUT PLAN AT SECTOR D
3/4" = 1'-0"

0' 5' 10'
1/2" = 1'-0"

Issued For:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR:
at&t
3560 Gamma Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 142.2189 |
| DRAWN BY: | ARMO |
| CHECKED BY: | SV |

| | | |
|---|---|---|
| | 07/12/18 | 100% ZD REV 2 |
| | 06/15/18 | 100% ZD REV 1 |
| | 05/22/18 | 100% ZD |
| | 04/27/18 | 90% ZD |

License:

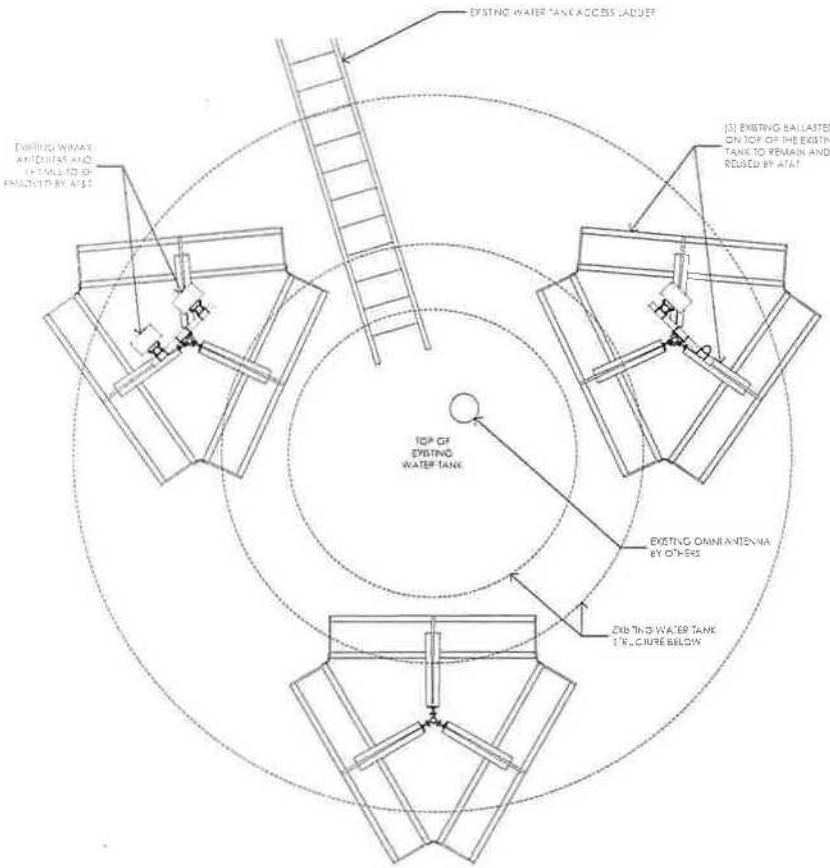
Architect:
MST ARCHITECTS
1320 River Park Drive
Sacramento, California 95815

SHEET TITLE:
ANTENNA PLAN

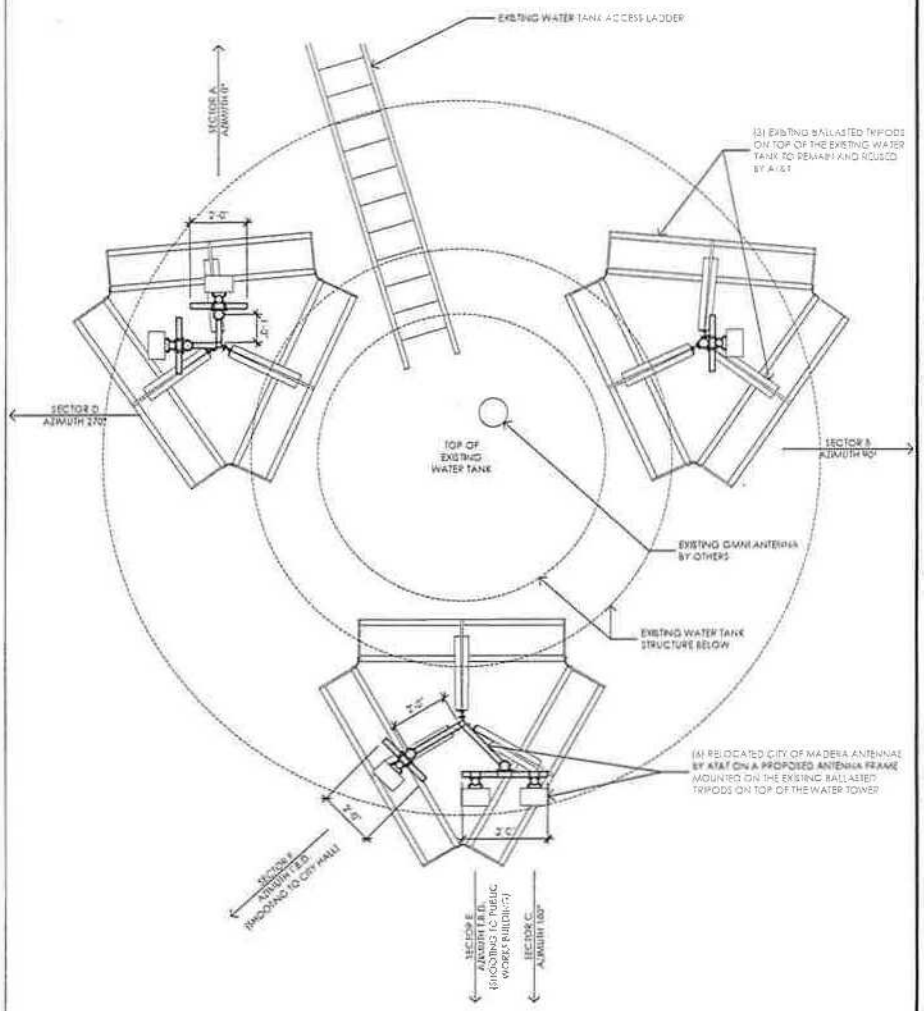
SHEET NUMBER:
A-3.2

NOTE: ANTENNA MOUNTS, CONNECTIONS, AND CALCULATIONS TO BE PROVIDED BY LICENSED STRUCTURAL ENGINEER.

NOTE: PROPOSED AT&T ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH EXISTING WATER TOWER COLOR




2 EXISTING ANTENNA LAYOUT PLAN AT TOP OF WATER TANK




1 PROPOSED ANTENNA LAYOUT PLAN AT TOP OF WATER TANK

Project:
CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR:
at&t
2600 Camino Ramon
San Ramon, California 94583

Vendor:
COMPLETE Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 1623180 |
| DRAWN BY: | MWS |
| CHECKED BY: | EV |

| | |
|---|---|
| 07/12/18 | 100% ZD REV 2 |
| 06/15/18 | 100% ZD REV 1 |
| 05/22/18 | 100% ZD |
| 04/27/18 | 90% ZD |

Architect:
MST ARCHITECTS
1535 River Park Drive
Sacramento, California 95815

SHEET TITLE:
ANTENNA PLANS

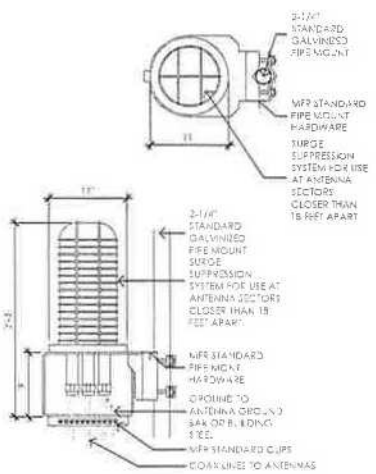
SHEET NUMBER:
A-3.3

MANUFACTURER & DC47-48-60-C-RM SURGE SUPPRESSION SOLUTION

COLOR: BLACK/SILVER

DIMENSIONS: 17" DIA X 27" TALL W/ 9" BASE

WEIGHT: +/- 55 LBS. (INCLUDING MOUNTING HARDWARE)



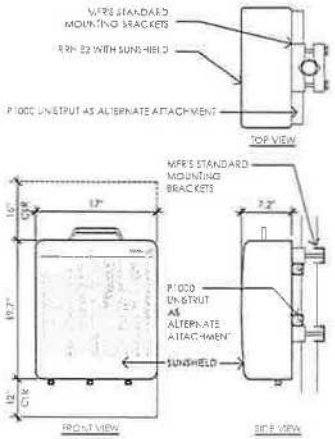

8 DC SURGE SUPRESSION (SQUID)

ERICSSON RRH E2 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 60 LBS. (INCLUDING MOUNTING HARDWARE)



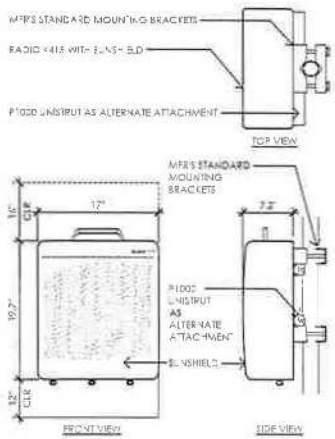

6 ERICSSON RRUS-E2 REMOTE RADIO UNIT

ERICSSON RADIO 4415 B25 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 16.9" TALL X 13.4" WIDE X 5.9" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 46 LBS. (INCLUDING MOUNTING HARDWARE)




4 ERICSSON RADIO 4415 REMOTE RADIO UNIT

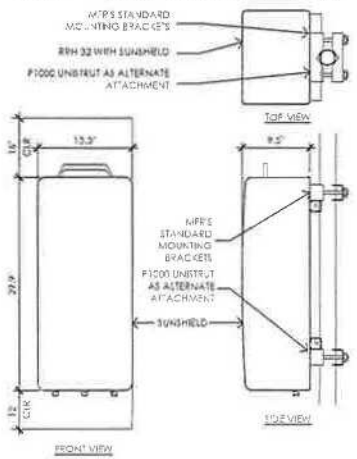
ERICSSON WCS RRH-32

MODEL: KRC161 423/1

COLOR: WHITE

DIMENSIONS: 29.9" TALL X 13.3" WIDE X 9.9" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 77 LBS. (INCLUDING MOUNTING HARDWARE)



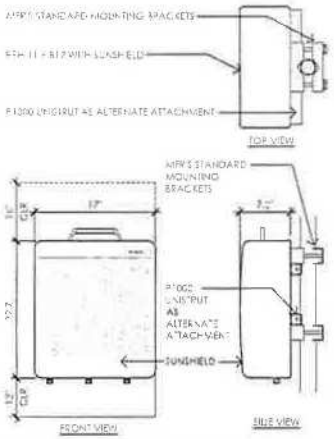

2 ERICSSON WCS RRH-32 REMOTE RADIO UNIT

ERICSSON RRH-11 E B12 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 5.9" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



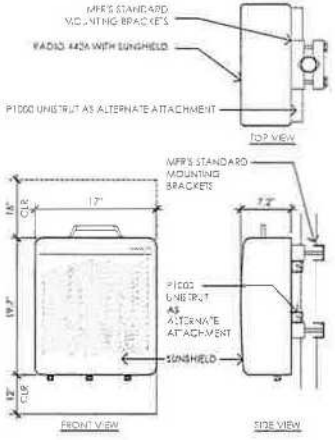

7 ERICSSON RRH-11 E B12 REMOTE RADIO UNIT

ERICSSON RADIO 4426 REMOTE RADIO UNIT

COLOR: WHITE

DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)



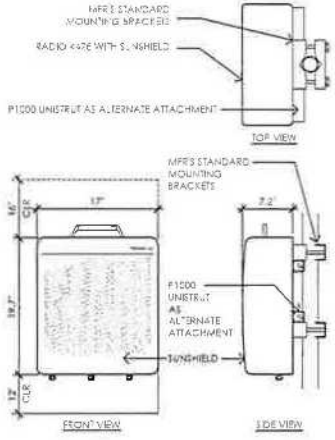

5 ERICSSON RADIO 4426 REMOTE RADIO UNIT

ERICSSON RADIO 4478 REMOTE RADIO UNIT

COLOR: WHITE

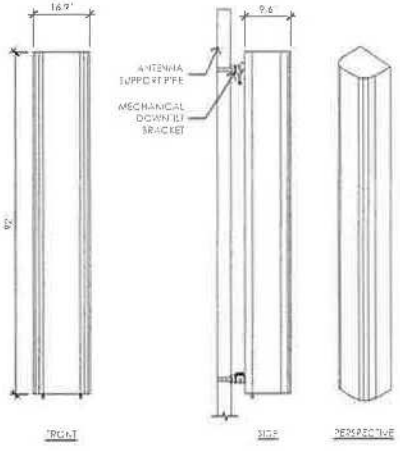
DIMENSIONS: 19.7" TALL X 17" WIDE X 7.2" DEEP (INCLUDING SUNSHIELD)

WEIGHT: +/- 50 LBS. (INCLUDING MOUNTING HARDWARE)




3 ERICSSON RADIO 4478 REMOTE RADIO UNIT

EQUIPMENT SUBJECT TO CHANGE




ANTENNA = QUINTEL (QS8438-5)
WEIGHT = 124.7 LBS
DIMENSIONS = 72" (H) x 16.9" (W) x 9.6" (D)

1 PROPOSED ANTENNA SPEC

Issued For

CVL01150
COLUMBUS ST.
& RIVERSIDE

716 COLUMBIA STREET
MADERA, CA, 93638

PREPARED FOR

at&t

2600 Camino Ramon
San Ramon, California 94583

Vendor

COMPLETE
Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 16223188 |
| DRAWN BY: | AMV |
| CHECKED BY: | SV |

| | |
|---|---|
| 07/12/18 | 100% ZD REV 2 |
| 04/15/18 | 100% ZD REV 1 |
| 03/22/18 | 100% ZD |
| 04/27/18 | 90% ZD |

Licensure

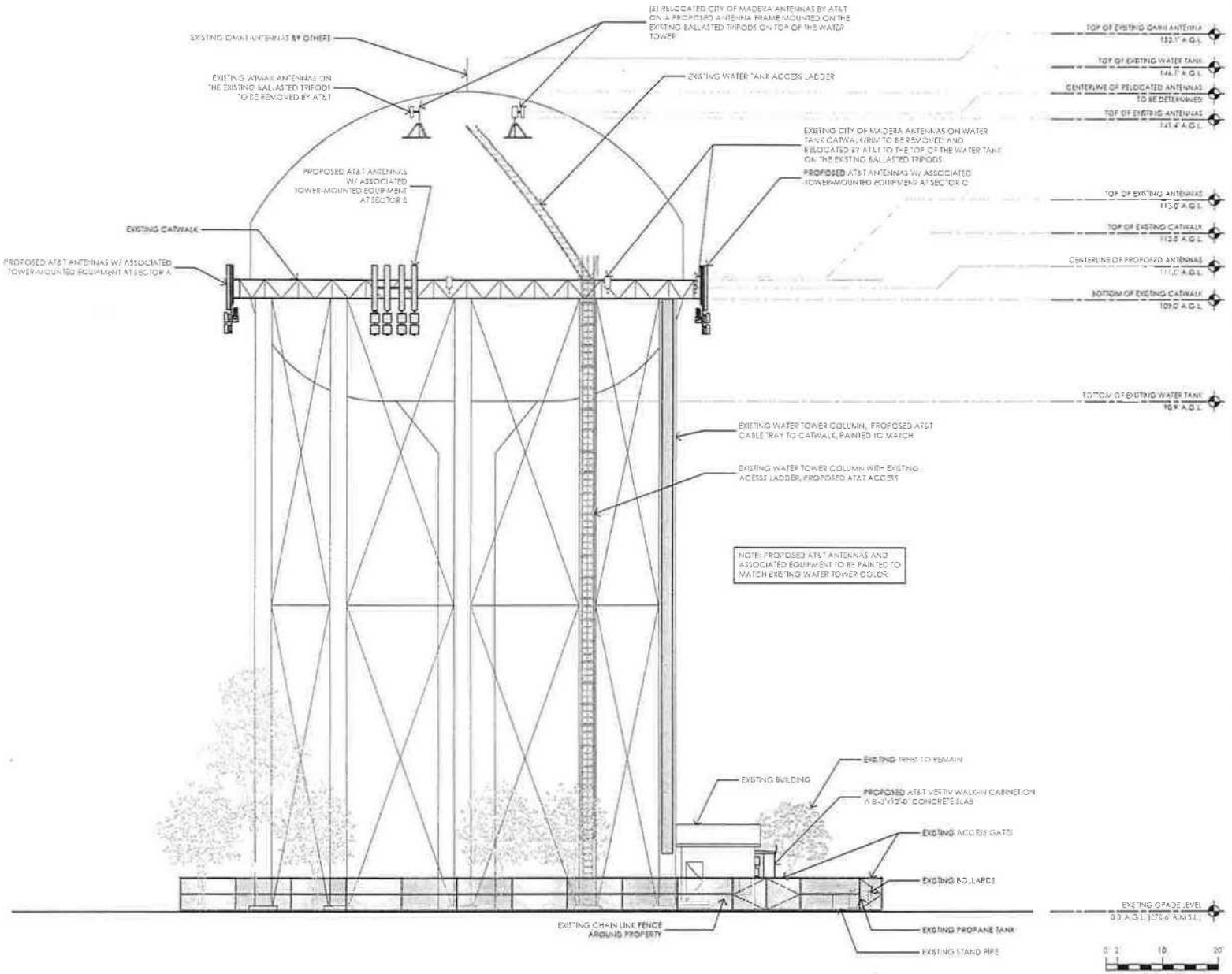

MST ARCHITECTS
1500 River Park Drive
Sacramento, California 95815


SHEET TITLE

ANTENNA DETAILS

SHEET NUMBER

A-3.4




1 NORTH ELEVATION
1/8" = 1'-0"

CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

COMPLETE
Wireless Consulting, Inc.

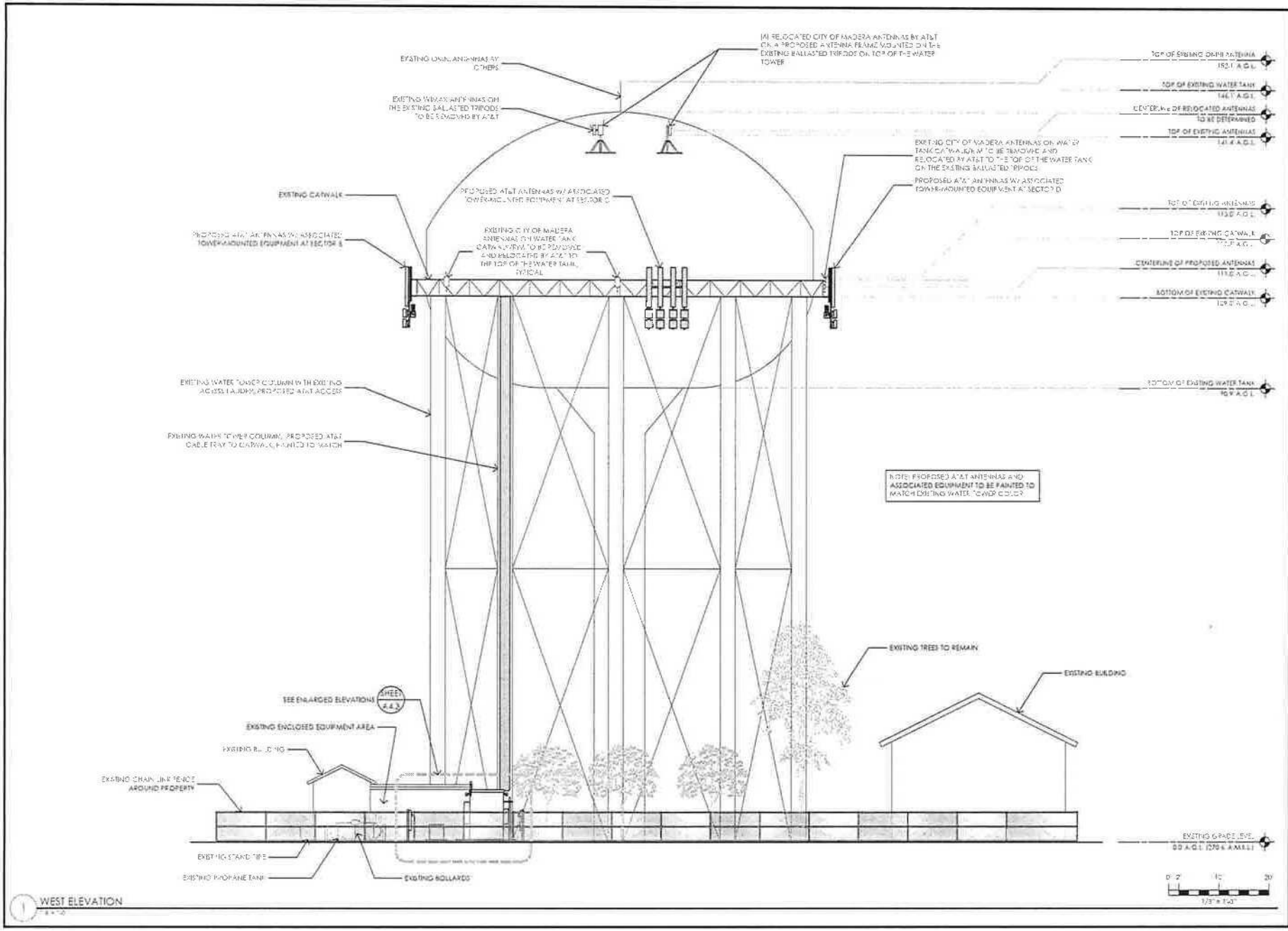
| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 162.2183 |
| DRAWN BY: | MWE |
| CHECKED BY: | JV |

| | | |
|---|---|---|
| | 07/12/18 | 100% ZD REV 2 |
| | 06/15/18 | 100% ZD REV 1 |
| | 05/22/18 | 100% ZD |
| | 04/27/18 | 90% ZD |

MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE
PROPOSED ELEVATIONS

SHEET NUMBER
A-4.1




1 WEST ELEVATION
1/8" = 1'-0"

CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

VENDOR
COMPLETE
Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO: | CVL01150 |
| PROJECT NO: | 162.2166 |
| DRAWN BY: | MWS |
| CHECKED BY: | JW |

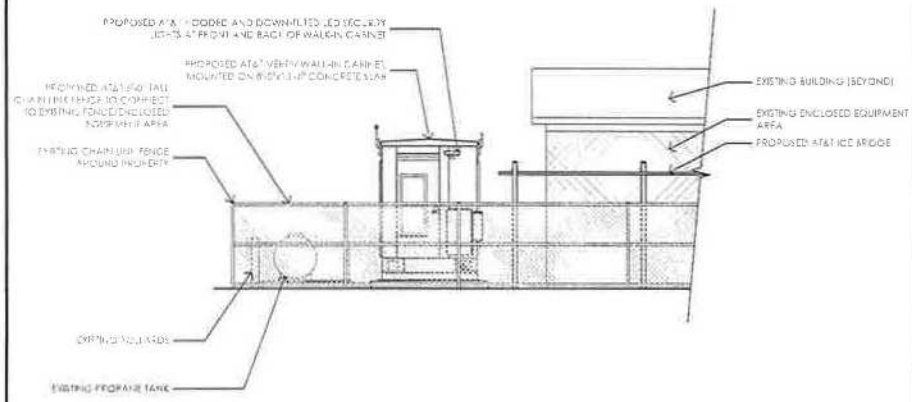
| | | |
|---|---|---|
| | 07/12/18 | 100% ZD REV 2 |
| | 04/19/18 | 100% ZD REV 1 |
| | 03/22/18 | 100% ZD |
| | 03/07/18 | 90% ZD |

LICENSURE

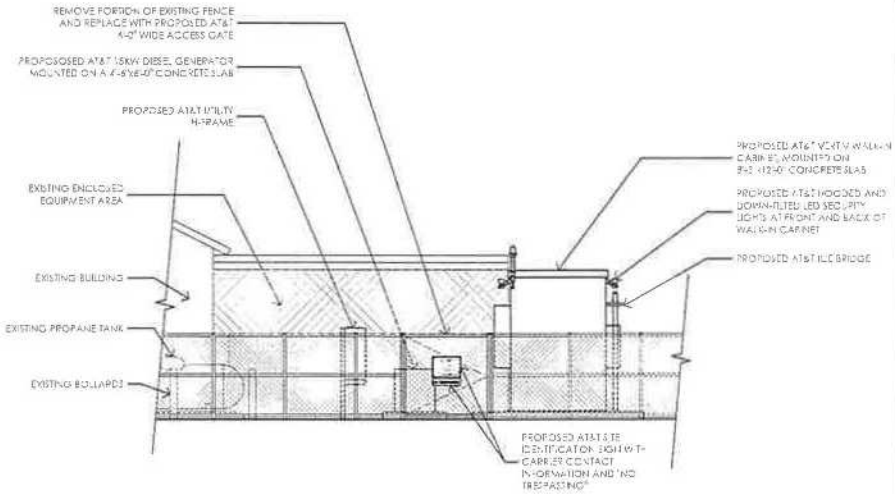
ARCHITECT
MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE
PROPOSED ELEVATIONS

SHEET NUMBER
A-4.2




2 ENLARGED SOUTH ELEVATION




1 ENLARGED WEST ELEVATION

CVL01150
COLUMBUS ST. & RIVERSIDE
716 COLUMBIA STREET
MADERA, CA. 93638

PREPARED FOR
at&t
2600 Camino Ramon
San Ramon, California 94583

VENDOR
COMPLETE
Wireless Consulting, Inc.

| | |
|---|---|
| AT&T SITE NO. | CVL01150 |
| PROJECT NO. | 16221168 |
| DRAWN BY: | MWS |
| CHECKED BY: | TV |

| | |
|---|---|
| 07/12/18 | 100% ZD REV 2 |
| 06/15/18 | 100% ZD REV 1 |
| 05/22/18 | 100% ZD |
| 04/27/18 | 90% ZD |

LEASE EXHIBIT

ARCHITECT
MST ARCHITECTS
1520 River Park Drive
Sacramento, California 95815

SHEET TITLE
PROPOSED ELEVATIONS

SHEET NUMBER
A-4.3

## EXHIBIT 11

## ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

City of Madera
205 W 4th Street
Madera, CA 93637

11/07/2018

City of Madera – Water Tank
716 Columbia Street
Madera, CA 93637

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease wth AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

_____
Andy Medellin
Mayor – City of Madera

**EXHIBIT 24b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Recording Requested By**
**& When Recorded Return To:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
575 Morosgo Drive NE
Atlanta, GA 30324

**APN: 003-021-008**

---

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL01150
Search Ring Name: Columbus St. & Riverside Dr.
Cell Site Name: Columbus St. & Riverside Dr. (CA)
Fixed Asset No.: 14066698
State: California
**County: Madera**

# MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2018, by and between the City of Madera, a municipal corporation, having a mailing address of 205 W. 4th Street, Madera, CA 93637 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 2018, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

City of Madera,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

**"TENANT"**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2018

**[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]**

**LANDLORD ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**LANDLORD ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**TENANT ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**



to the Memorandum of Lease dated _____, 2018, by and between the City of Madera, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

**The Property is legally described as follows:**

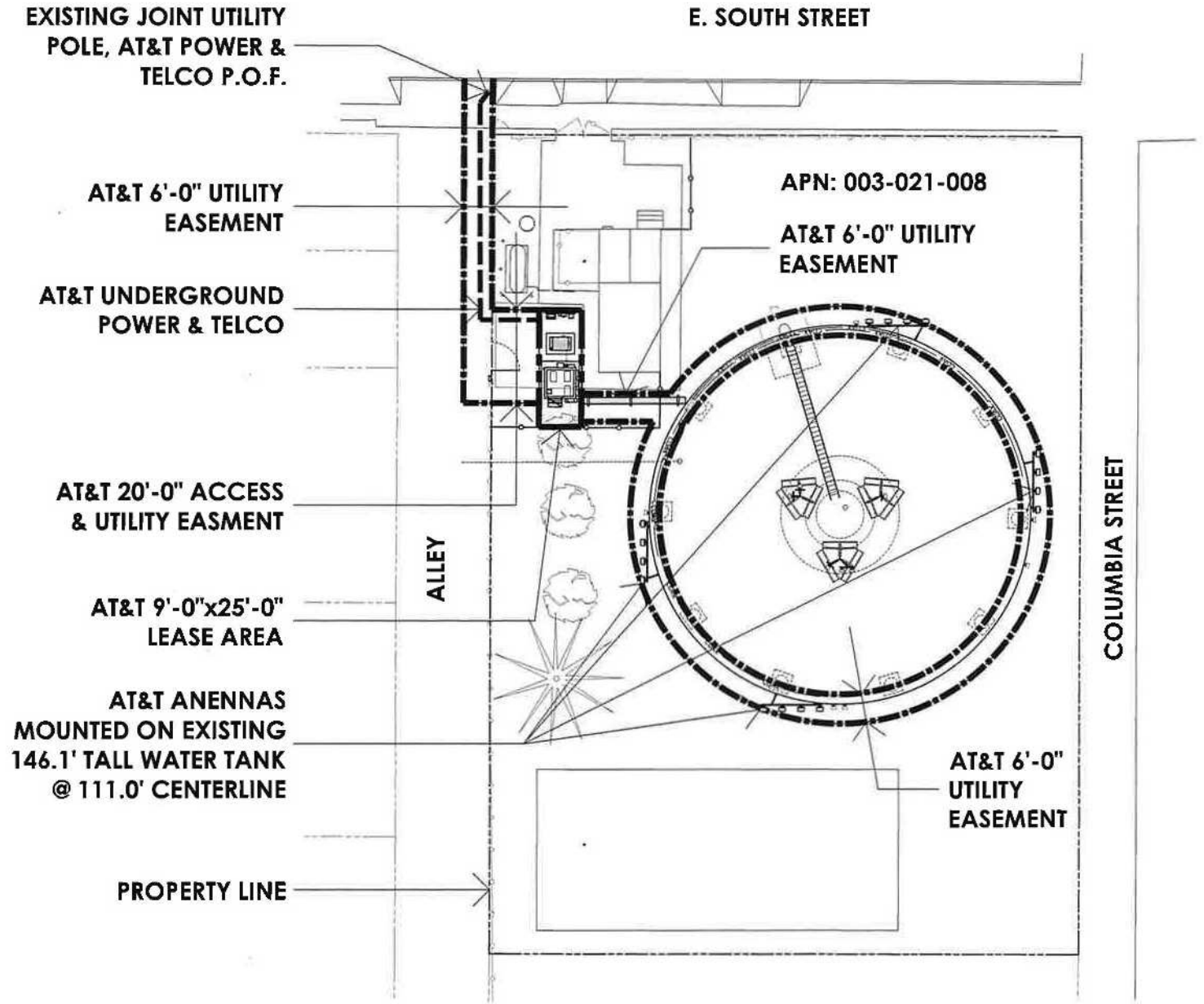
Real property in the City of Madera, County of Madera, State of California, described as follows:

LOTS 26, 27, 28, 29, 30, 31 AND 32 OF DUSTHIMER'S SUBDIVISION OF BLOCK 11, OF DUSTHIMER'S SUBDIVISION TO THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "PLAT OF BLOCK 11, DUSTHIMER'S SUBDIVISION, IN THE MILLER & LUX ADDITION, IN MADERA, CALIFORNIA FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, ON MARCH 12TH 1894, IN BOOK 1 OF MAPS AT PAGE 7.

APN: 003-021-008

**The Premises are described and/or depicted as follows:**

[One (1) Page Depiction of the Premises Suitable for Recording in Madera County Appears on Following Page]




MST ARCHITECTS
1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

20620 S GRANTLAND AVE
RIVERDALE, CA 93656

**LEASE / MOL EXHIBIT**

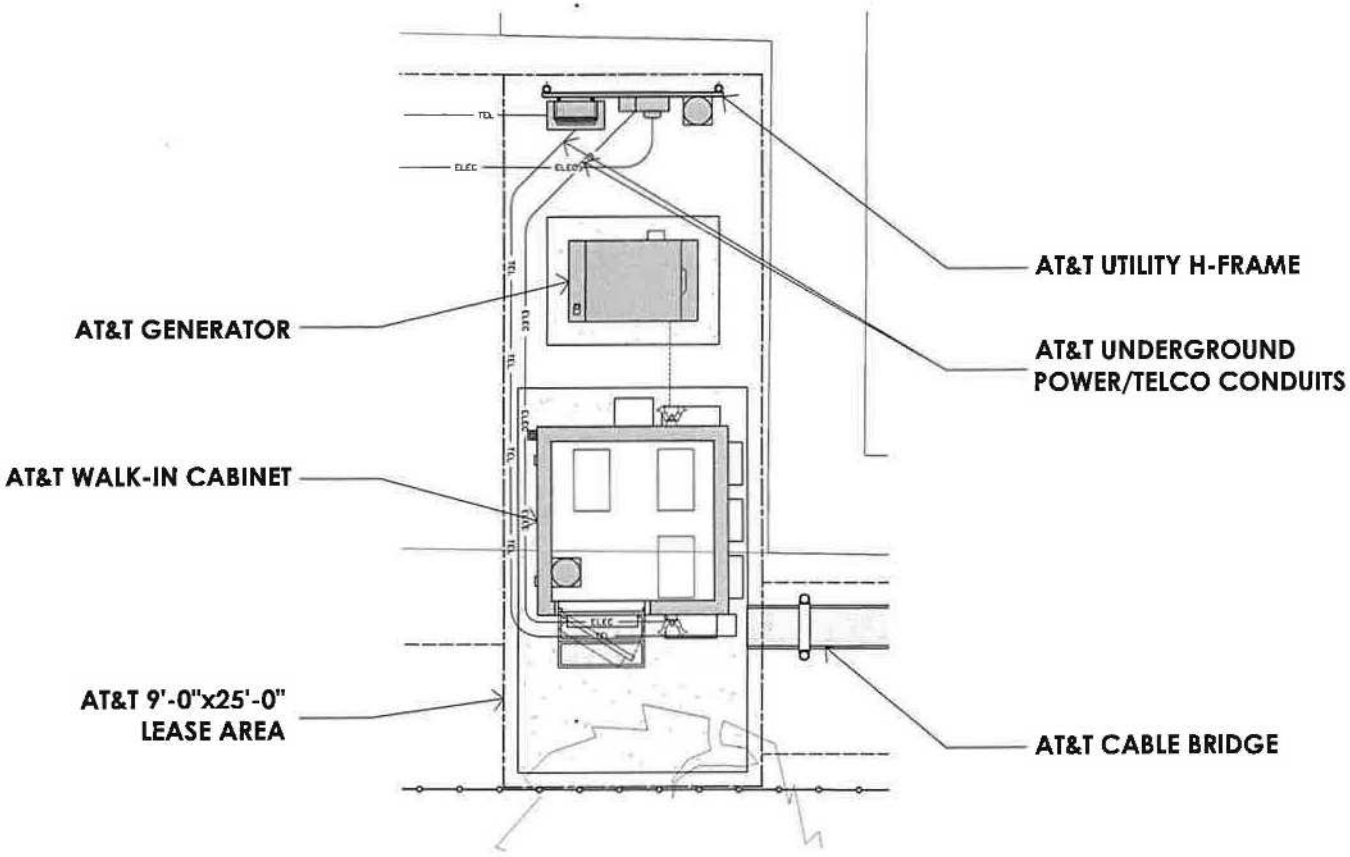
PROJECT NAME:
COLUMBUS ST. & RIVERSIDE DRIVE

NUMBER:
CVL01150

ADDRESS:
716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT**
1
1 OF 3

**SCALE: N.T.S.**




MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33, GUSTINE, CA 95322

**LEASE / MOL EXHIBIT**

**PROJECT NAME:**

COLUMBUS ST. & RIVERSIDE DRIVE

**NUMBER:**

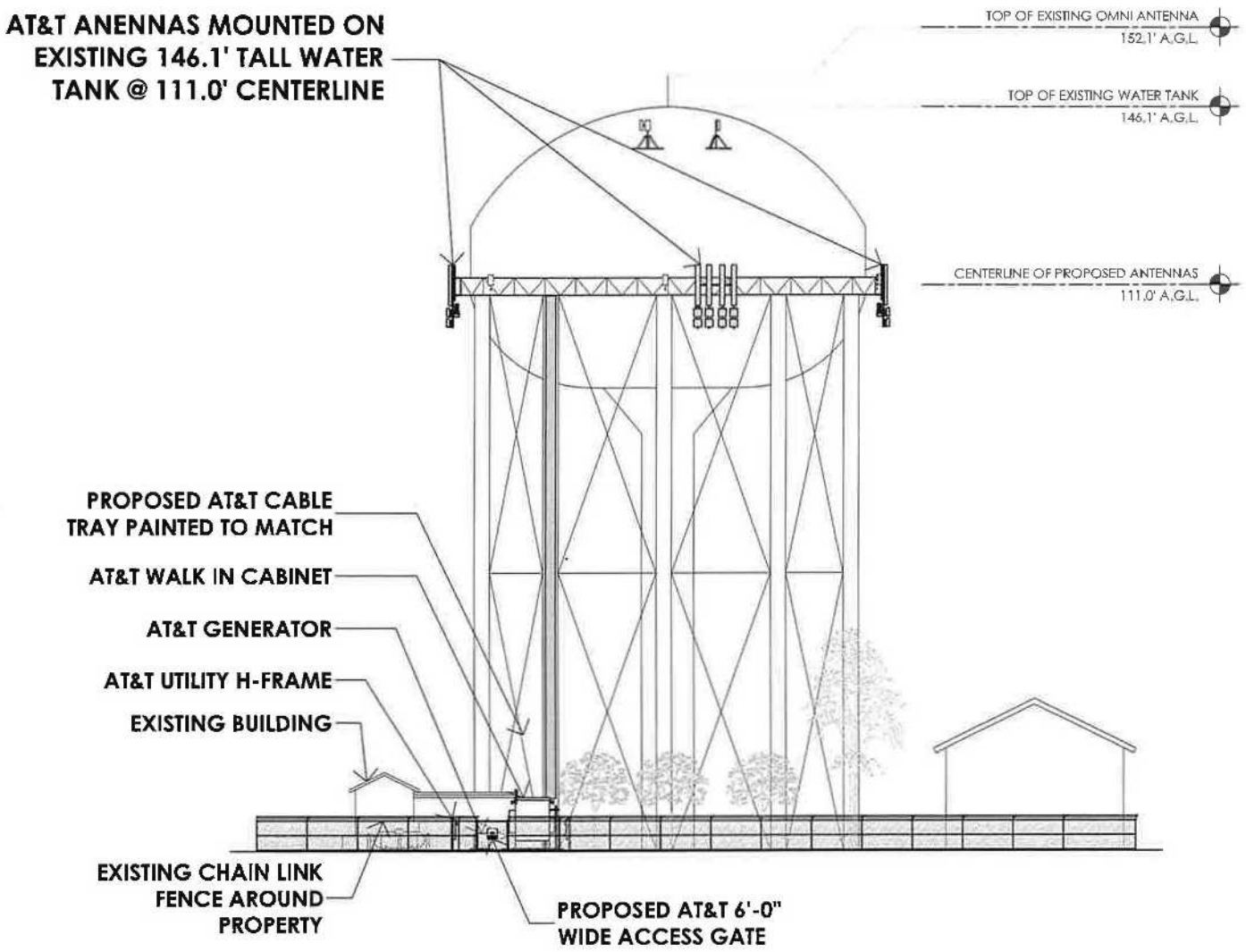
CVL01150

**ADDRESS:**

716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT 1**
2 OF 3

**SCALE: N.T.S.**




MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815

at&t

10735 STATE HWY 33,
GUSTINE, CA 95322

**LEASE / MOL EXHIBIT**

**PROJECT NAME:**

COLUMBUS ST. & RIVERSIDE DRIVE

**NUMBER:**

CVL01150

**ADDRESS:**

716 COLUMBIA STREET
MADERA, CA 93638

**EXHIBIT**
**1**
3 OF 3

**SCALE: N.T.S.**

Return to Agenda

# REPORT TO CITY COUNCIL

MEETING DATE: November 7, 2018

AGENDA ITEM NUMBER: B-6

Approved By:

INTERIM PUBLIC WORKS DIRECTOR

For CITY ADMINISTRATOR

**SUBJECT:**

Consideration of a Resolution Approving Amendment No. 2 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Consideration of a Resolution Amending the City of Madera FY 2018/19 Budget for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects.

**RECOMMENDATION:**

It is recommended that Council adopt the Resolution approving the Amendment to the Agreement with Stantec Consulting Services, Inc. (Stantec) for engineering services at the City's Wastewater Treatment Plant (WWTP) for the design drawings and specifications of a new Primary Effluent Pump Station (PEPS) wetwell, as well as bidding services and ongoing construction management/inspection services through the completion of PEPS wetwell. Additionally, it is recommended Council adopt the Resolution amending the FY 2018/19 Budget to add an allocation for the required professional engineering services by Stantec.

**SUMMARY:**

The City entered into an Agreement with Stantec in February 2017 for the design and preparation of bid documents for a series of major maintenance projects to be undertaken at the WWTP beginning in FY 2017/18. In June 2018, Change Orders 1 and 2 were approved by Council in Amendment No. 1 to the Agreement which allowed for the design and specification of Supply Well No. 3 and ongoing construction management. The Rehabilitation Project began in July 2018. As the project has progressed, damage to the PEPS wetwell was discovered. Stantec has presented staff with a third change order, incorporated as Amendment No. 2 to the original Agreement as Exhibit E. Staff considers the proposal and fee for services acceptable.

**DISCUSSION:**

Change Order No. 3

As part of construction, the contractor emptied the wetwell to perform cleaning, repairs, and recoating, per their Agreement. With the wetwell emptied, Stantec identified major deficiencies. Stantec had the wetwell evaluated by a structural engineer and determined that it was unsafe and had an unacceptable risk of failure. Staff brought an informational report to Council on October 10th at which time Council directed staff to proceed with the option of building a new PEPS wetwell. Stantec presented staff with Change Order No. 3 (Exhibit E) in the amount of $104,600 for the additional engineering services associated with the change in scope. This Change Order is broken down into two tasks:

- Task 1 involves the detailed design drawings and technical specifications for the new PEPS wetwell. There is also an allowance for the additional engineering services for the review of submittals and responding to requests for information (RFI's) during the construction of the new wetwell.
- Task 2 is an optional task that will serve as a contingency fund should the City decide to go out for a competitive bid instead of utilizing the current contractor, Cushman Contracting Corporation (Cushman), to complete construction. The competitive bidding will require additional detail in the design by Stantec, as well as a larger allotment for engineering services regarding new contractor submittals. This task also provides a budget for bidding services during the procurement process. Stantec cannot access this contingency without written authorization from the City.

**FINANCIAL IMPACT:**

The total cost for the requested additional engineering services is $104,600. This represents a total of $45,600 for the design and construction management of the PEPS wetwell (Task 1). The remaining $59,000 will act as a contingency fund if the City chooses to go out for competitive bid for the construction of the PEPS instead of utilizing a Change Order to the current Agreement with Cushman (Task 2).

The proposed Budget Amendment will transfer $104,600 from the Sewer Fund into Sewer Capital Outlay, Facilities and Improvements (7030) line item. Approval of the Amendment will have no impact to the City's General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

This proposed action is consistent with the Madera Vision Plan, specifically, Action 115.5: "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT MAINTENANCE PROJECTS AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera (City) and Stantec Consulting Services, Inc. (Stantec) entered into an Agreement dated February 1, 2017, for Professional Engineering Services related to essential repairs at the City's Wastewater Treatment Plant; and

WHEREAS, Stantec has submitted Amendment No. 2 in response to the City's request to adjust the scope of the project as described therein; and

WHEREAS, the City and Stantec have agreed to amend the Agreement to provide these engineering services as outlined in Exhibit E.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. Amendment No. 2 to the Agreement for Professional Engineering Services with Stantec, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.

3. The Mayor is authorized to execute the Amendment on behalf of the City.

4. This Resolution is effective immediately upon adoption.

**********

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2018/19 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER CAPITAL OUTLAY BUDGET TO PROVIDE FOR PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, the City Council previously adopted a City-wide Budget for the 2018/19 Fiscal Year; and

WHEREAS, the City of Madera (City) has determined that it is necessary to amend the Agreement with Stantec Consulting Services, Inc. (Stantec) for additional Professional Engineering Services as outlined in Amendment No. 2 to the Agreement; and

WHEREAS, expenditure accounts will need to be increased within the Sewer Capital Outlay Fund for facilities and improvement activities; and

WHEREAS, the Sewer Fund has an adequate Fund balance available to allow for the increase of appropriations.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA HEREBY resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. The budget of the Sewer Capital Outlay Fund is hereby amended as shown in Exhibit AA to this Resolution to transfer funds from the Sewer Fund balance into the Sewer Capital Outlay Fund for increased Professional Engineering Services.

3. A signed copy of this resolution shall be placed on file in the Office of the Director of Financial Services who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.

4. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

**EXHIBIT AA**
**CITY OF MADERA**

**Budget Appropriations: Res. 18- 11/07/2018**

**Budget Adjustments for Fiscal Year 2018/19**

| FUND | ORG CODE | OBJECT CODE | DESCRIPTION | (+) | (-) |
|---|---|---|---|---|---|
| Sewer Capital Outlay | 20403420 | 7030 | Facilities and Improvements | $ 104,600 | |
| | | | | $ 104,600 | $ - |

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT MAINTENANCE PROJECTS AGREEMENT**

The Second Amendment to the Agreement titled "Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects," dated February 1, 2017, made and entered into this 7th day of November 2018, between the City of Madera, hereinafter called "City," and Stantec Consulting Services, Inc. hereinafter called "Engineer";

In consideration of the recital listed above and the mutual obligations of the parties herein, City and Engineer agree that the Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects dated February 1, 2017, shall be amended as follows:

1. *Addition of Exhibit E: Statement of Work, Change Order No. 3.*

2. All other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this Second Amendment to the Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects Agreement to be executed as of the day and year above written.

* * * * * * * * * * *

CITY OF MADERA
A municipal Corporation of
the State of California

By:_____
Andrew J. Medellin, Mayor

ENGINEER
Steven L. Beck, PE
Principal-in-Charge
Stantec Consulting Services, Inc.

By:_____
Steven L. Beck

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

By:_____
Joel Brent Richardson, City Attorney

# Exhibit E

Statement of Work, Change Order #3

Stantec

# PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

| | | | |
|---|---|---|---|
| Change Order # | Change Order No. 3 | Date | 24 October 2018 |
| "STANTEC" | STANTEC CONSULTING SERVICES INC. | | |
| | STANTEC Project # 184030591 | | |
| | 3875 Atherton Road, Rocklin, CA 95765<br>Ph: (916) 773-8100 Fx: (916) 773-8448<br>email: steven.beck@stantec.com | | |
| CLIENT | CITY OF MADERA | | |
| | Client Project # WWTP 18-02 | | |
| | 1030 S. Gateway Drive, Madera, CA 93637<br>Ph: (559) 661-5461 Fx:<br>email: jscarborough@cityofmadera.com | | |

Project Name and Location: Engineering Design Services for the City of Madera WWTP Phase 1 Rehabilitation Project

In accordance with the original Professional Services Agreement dated 1 February 2017 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

| | | | |
|---|---|---|---|
| Total fees this Change Order | | $ | 104,600.00 |
| Original agreement amount | | $ | 197,000.00 |
| Change Order Number | 1 | $ | 96,000.00 |
| Change Order Number | 2 | $ | 68,000.00 |
| Change Order Number | | $ | - |
| Change Order Number | | $ | - |
| **Total Agreement** | | **$** | **465,600.00** |

Effect on Schedule: Estimated completion in December 2019

Incorporate Exhibit "E" into the Professional Services Agreement.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

| **STANTEC CONSULTING SERVICES INC.** | | **CITY OF MADERA** | |
|---|---|---|---|
| Steven L. Beck, Principal | Print Name and Title | | Print Name and Title |
| Signature | Steven T. Beck | Signature | |
| Date Signed: | 10/25/2018 | Date Signed: | |

Stantec Consulting Services Inc.
3875 Atherton Road, Rocklin CA 95765-3716

**OCTOBER 24, 2018**

File: 184030591

**Attention: Humberto Molina and John Scarborough**
City of Madera
1030 S. Gateway Dr.
Madera, CA 93637

**Reference: Scope of Work for Emergency Wetwell Design for the Madera WWTP Rehabilitation Project Change Order No. 3**

Mr. Molina and Scarborough,

Stantec is submitting this proposal for Change Order No. 3 for the Madera Wastewater Treatment Plant (WWTP) Rehabilitation Project.

**Background**

After Cushman Contracting Corporation, the general contractor for the WWTP Rehabilitation Project, installed bypass pumping and cleaned the Primary Effluent Pump Station (PEPS) wetwell, Stantec was able to fully inspect the level of deterioration within the structure. The condition of the concrete within the Primary Clarifier Effluent Pump Station wetwell has deteriorated beyond the condition of the adjacent primary clarifier effluent channels, exposing much of the rebar to the corrosive environment. Based on Stantec's emergency support inspections (on August 28 and September 28, 2018), it was determined that the wetwell concrete requires structural repair beyond the resurfacing and coating that are currently part of the Rehabilitation Project. A report, dated October 1, 2018, was prepared to document the findings and is summarized below.

Investing more money into the existing PEPS wetwell is not in the City's interest and therefore a new PEPS structure will be designed by Stantec and constructed by a general contractor under a separate scope of work. The new pump station will be designed to include cast-in-place plastic-lined (t-lock, or equal) concrete walls/slabs, proper ventilation, in accordance with current building codes, and will have room for a fourth pump.

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 3

The new wetwell approach will be:

1. Temporarily continue to use existing pump station (install shoring that is designed by the subcontractor and re-install pumps for use during construction)
2. Construct a new pump station, including:
    a. Installing a larger wetwell, with sufficient room for a future fourth pump, to match the treatment plant capacity (totaling 37.6 MGD of reliable pumping capacity)
    b. Providing a long-lasting plastic lining over the concrete structure (Ameron T-lock, GSE StudLiner, or equivalent), to reduce maintenance costs associated with recoating and prevent future concrete corrosion (with predicted 50-year life)
    c. Properly ventilating the structure to limit noxious fume buildup and further reduce corrosion of equipment
3. Relocate the existing pumps to the new pump station
4. Extend the new discharge manifold to the existing pipe
5. Decommission the existing pump station

A separate construction cost for the new wetwell will include the following items:

A. excavation to form new slab and walls
B. installation of new pump station
C. connecting new piping and electrical with existing
D. decommissioning of the existing wetwell
E. credit for removing resurfacing layer and epoxy coating from scope of work

Calculations will be produced for this alternative that verify the structural integrity of the wetwell and that it is designed and constructed in accordance with the current building codes.

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 3

**Task 1 – New Primary Effluent Pump Station Wetwell**

Task 1.1 Detail Design, PEPS
Stantec will prepare structural calculations and stamped design drawings that can be submitted to Cushman Contracting as a change order request, including plan view, section view, and detailed drawings, to:

- Build a new wetwell adjacent to Primary Clarifier No. 1, (including exterior walls, interior baffle walls, top slabs, t-lock lining, ventilation, and room for a fourth pump),
- Extend the discharge manifold to the existing pipe and extend the RAS pipe to the new wetwell
- Relocate the existing pumps (and potentially existing discharge piping) to the new wetwell
- Decommission the existing pump station

Within one month of authorization, Stantec will prepare 90% drawings and technical specs for the new wetwell. Within two weeks of review and approval from the City, Stantec will prepare final drawings and technical specs (stamped and signed by a California professional engineer). Our team will coordinate with the City's geotechnical engineer for appropriate design parameters (the City will contract directly with BSK for an updated geotechnical engineering report, which is required for Stantec to prepare structural calculations). Stantec will further coordinate with the Contractor for the extents of the existing conditions (dimensions, thicknesses, and elevations of pump station structure and piping).

Task 1.2. Engineering Services During Construction
Stantec will review material, equipment, and operation manual submittals for compliance with the technical specifications prepared in Task 1 and the design intent. Review comments will be conveyed directly to the Contractor (and CC the City's inspection team) for processing and distribution. Stantec design staff will respond in writing and in a timely manner to requests for information (RFIs) from the contractor. We anticipate approximately 7 RFIs for this project, based on size and nature of the improvements. Submittals will be reviewed and returned electronically to the Contractor within 30 days and RFIs will be returned within 7 calendar days, unless an earlier reply is requested. Stantec design staff will prepare final record drawings incorporating construction details and modifications recorded by the contractor and construction manager.

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 3

Scope Exclusions:
This scope does not include the cost to prepare a geotechnical investigation report. This scope includes preparation of technical specification and drawings only and does not include preparation of competitive bidding contract documents nor does the scope provide bid period services.

**Optional Task 2 – Competitive Procurement of New PEPS**

As noted above, Task 1 will provide the City with technical documents that can be used to generate a change order request with Cushman Contracting. Additional work is necessary to allow the new wetwell, and associated components, to be competitively bid. In the event the City elects to competitively bid the project, Optional Task 2 will provide scope for the necessary engineering effort. Within this task, Stantec will provide front end specifications (Division 0 and 1), provide bidding services, and additional engineering services during construction, as noted below.

Task 2.1 Additional Detailed Design Effort
Within this task, Stantec will prepare Division 0 specifications (bidding requirements, contract forms, and conditions of the contract) and Division 1 specifications (general requirements). The specifications will be incorporated into the 90% and final submittal packages detailed in Task 1.

Task 2.2. Additional Bidding Services
Stantec will coordinate with the City and provide an electronic file of the bidding documents, to allow the City to undertake their standard procurement process (Bid Advertisement and distribution to building exchanges). Costs of advertisement of the Project will be paid directly by the City. Stantec will conduct a pre-bid meeting and job site tour with the contractors and vendors to explain the project and requirements for bidding. Stantec will respond to questions from bidders (15 RFIs are included in the scope of work). A written log will be kept that documents questions and responses received during the bid period. Stantec will prepare addenda, as required, to clarify the project. The City will pay directly the costs for mailing or emailing copies of the addenda to all persons on the City's distribution list; addenda will be provided to the City electronically. Stantec will evaluate the bid results and provide a recommendation to the City regarding award of the construction contract. A written recommendation of the Contractor for the PEPS Wetwell Project will be provided to the City.

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 3

Task 2.3 Additional Engineering Services During Construction

Upon receipt from the Contractor and in coordination with City staff, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed directly to the Contractor (and CC the City's inspection team) for processing and distribution. This task will cover redundant submittals that have already been reviewed and approved under the Cushman contract, but will need to be reviewed separately if another contractor is selected; 17 separate submittals are anticipated (total of initial and up to one re-submittal on individual items).

Submittals will be reviewed and returned to the Contractor (with CC to City inspection personnel) within 30 days (unless it is possible to provide an expedited review for select submittals for those specifically requested by the Contractor).

The following table provides an estimate of budget needed to complete the design and construction services for Change Order 3 tasks, identified above:

| Change Order 2 Description | Fee |
|---|---|
| Task 1, Design of new PEPS Wetwell | $45,600 |
| Task 2*, Competitive Procurement of New PEPS | |
| 2.1* Additional Detailed Design Effort | $10,000 |
| 2.2 *Additional Bidding Services | $29,000 |
| 2.3* Additional Engineering Services During Construction | $20,000 |
| **Change Order 3 Total Fee** | **$104,600** |

*Task 2 provides the City of Madera a prudent allowance for additional services that may be requested by client during the project. Stantec will not use this contingency without written authorization from the City.

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 3

**PROJECT BUDGET AND TASK SUMMARY REPORT**

Change Order 3 will be conducted on a time and materials basis, using Stantec's most current Fee Schedule, in an amount not to exceed $104,600. Task 2 is a contingency fund that will not be used without written authorization from the City of Madera. We propose amending our existing, February 2017, Professional Services Agreement with the City to include the tasks described in this proposal. Please do not hesitate to contact me with any questions you may have regarding this proposal.

Regards,

**STANTEC CONSULTING SERVICES INC.**

Steven L. Beck, P.E.
Senior Principal
Phone: (916) 773-8100
Fax: (916) 773-8448
Steven. Beck@stantec.com

**STANTEC CONSULTING SERVICES INC.**

Beth Cohen, P.E.
Project Manager
Phone: (916) 773-8100
Fax: (916) 773-8448
Beth.Cohen@stantec.com

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# REPORT TO CITY COUNCIL

**Council Meeting of:** November 7, 2018
**Agenda Item No.:** B-7

**Approved by:**

Tim Przybyla, Director of Finance

City Administrator

**SUBJECT:**
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT RELATED TO FINANCING THE NEW FIRE STATION

**RECOMMENDATION:**
Staff recommends the City Council approve the attached resolution declaring its intention to reimburse itself from the proceeds of debt.

**DISCUSSION/BACKGROUND:**
At the Council meeting of June 6, 2018, the Council adopted Resolution No. 18-92 initiating the process to finance a fire station and authorizing the City Administrator or Director of Financial Services to engage the selected parties for professional services required to complete the financing. At that time, the City Council also provided direction to proceed with a 30-year public bond offering to finance the New Fire Station as recommended by both staff and the Municipal Advisor. Because the City has set aside Measure K revenues that can be utilized for the initial phases of the New Fire Station, not all of the costs will be financed. This resolution simply allows for any hard or soft costs incurred prior to the sale of debt to be eligible for reimbursement from the proceeds of debt. For example, if the sale of debt for the project was delayed due to unforeseen market conditions or other factors outside of City control, the City may choose to provide funding to keep the project on schedule. This resolution would simply allow those fronted dollars to be reimbursed when the debt is sold. Passage of this resolution in no way commits the City to seek reimbursement and this option is being presented for Council's consideration simply to provide some flexibility for the City and the project.

**FISCAL IMPACT:**
There is no fiscal impact of the City Council's approval of this resolution.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**
Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT RELATED TO FINANCING THE NEW FIRE STATION**

**WHEREAS**, the City of Madera (the "City") intends to finance a new fire station and related infrastructure and soft costs (the "Project");

**WHEREAS**, the City anticipates that, for the purpose of financing the costs of the Project on a long-term basis, it, will issue obligations in the form of certain lease obligations which will be considered debt for federal income tax purposes;

**WHEREAS**, the maximum principal amount of such debt expected to be issued to finance the Project is $5,000,000;

**WHEREAS**, the City has, heretofore, and expects in the future to pay certain expenditures in connection with the Project prior to the issuance of the debt; and

**WHEREAS**, in order to obtain favorable treatment of the expenditures of the proceeds of the debt used to reimburse the City's prior expenditures, Treasury Regulations section 1.150-2 requires the City to declare its reasonable official intent to reimburse such prior Project expenditures with the proceeds of debt.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

**Section 1**. **Findings**. The City Council hereby finds and determines that the foregoing recitals are true and correct.

**Section 2**. **Official Intent**. The City hereby states that it reasonably expects to reimburse its expenditures on Project costs with proceeds of debt to be incurred by the City or a joint powers authority. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2. This Resolution does not bind the City to make any expenditure on the Project or to incur any debt for the Project.

**Section 3**. **Authority to Declare Official Intent**. The City Council hereby authorizes the Finance Director to declare official intent on behalf of the City regarding reimbursement of prior expenditures with debt proceeds for purposes of compliance with Treasury Regulations section 1.150-2 and any successor thereto.

**Section 4**. **Additional Acts**. The Finance Director and City Administrator are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution. All actions, heretofore, taken by the officers of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

**Section 5**. **Effective Date**. This Resolution shall take effect from and after its adoption.

**********

Return to Agenda

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

City Administrator

**Council Meeting of:** November 7, 2018

**Agenda Number:** B-8

**SUBJECT:** CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE NOVEMBER 2018 CITY OF MADERA INVESTMENT POLICY

**RECOMMENDATION:** Staff recommends the Council adopt the November 2018 City of Madera Investment Policy.

**DISCUSSION:** Section 15.0 of the City of Madera Investment Policy calls for the Policy to be reviewed annually and submitted to the City Council for adoption by resolution on an annual basis. The report to the City Council shall note any changes made to the Policy. The Finance Director has reviewed the City's Investment Policy and researched to see if any laws had been passed which would require amendments to the Policy. A representative of the California Debt and Investment Advisory Commission also verified that no changes were made in 2018 that would necessitate amendments to the City's Investment Policy, which was last approved by Council in November of 2017. Staff believes that the Policy approved in 2017 provides for a clear policy, which properly meets the City's investment needs. However, staff is considering the possibility of placing investments with a joint powers authority, such as the California Asset Management Program (CAMP). A provision for such investments is not included in the current Investment Policy. Therefore, staff is recommending the addition of item O. - Joint Powers Authority Investments to Section 12.0 as the only amendment to the existing Policy at this time.

Staff may or may not decide to invest in a JPA, depending on whether or not a JPA is found to be paying a higher rate of return on investments than LAIF. However, in the paragraph below is some information about one such JPA that staff is familiar with through participation in the California Affiliated Risk Management Authority (CARMA). CARMA provides the CSJVRMA (Central San Joaquin Valley Risk Management Authority) with excess liability coverage, and the City's Finance Director serves as the President of the CARMA Board of Directors.

CAMP is a California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies under California Government Code Section 53601(p). It provides an alternative to LAIF with a short-term cash reserve portfolio that is AAAm rated by Standard & Poor's and may provide a higher rate of return that LAIF during times of rising

interest rates. It also pays interest on a monthly basis as compared to LAIF's quarterly interest payments, and it provides a little more flexibility than LAIF does for transfers in and out of the Pool.

The proposed amendment/addition to the City of Madera Investment Policy reads as follows:

*O. Joint Powers Authority Investments*

*Under the provisions of CGC 53601(p), the City is allowed to invest in joint powers authorities that meet certain requirements. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:*
*(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.*
*(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.*
*(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).*

**FINANCIAL IMPACT:** None.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** Approval of this item is not specifically addressed in the Vision Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE NOVEMBER 2018 CITY OF MADERA INVESTMENT POLICY**

**WHEREAS**, the Madera City Council last adopted the City of Madera Investment Policy (Policy) in November 2017, which Policy set forth the investment and operational policies for the management of the public funds of the City; and

**WHEREAS**, the Policy dictates that it "shall be reviewed annually and submitted to the City Council for adoption by resolution on an annual basis". Additionally, it states: "The report to the City Council shall note any changes made to the Policy"; and

**WHEREAS**, staff has reviewed the Policy and found no items within the Policy that did not meet State Code; and

**WHEREAS**, staff has recommended adding wording to allow investments in qualifying joint power authority pools; and

**WHEREAS**, staff has presented a report to Council that proposes to amend the Policy to allow for investments in qualifying joint power authority pools; and

**WHEREAS**, the City of Madera Investment Policy can be adopted only by a majority vote of the City Council.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA DOES HEREBY** resolve, find and order as follows:

1. The above recitals are true and correct.
2. The November 2018 City of Madera Investment Policy, a copy of which is on file in the office of the City Clerk and referred to for particulars, is adopted.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

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**INVESTMENT POLICY OF THE CITY OF MADERA, CALIFORNIA**

**November 2018**

## 1.0 POLICY

The purpose of this Policy is to set forth the investment and operational policies for the management of the public funds of the City. This Policy has been adopted by, and can be changed only by, a majority vote of the City Council.

It is the policy of the City to invest funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all governing statutes.

## 2.0 SCOPE

This Policy applies to the financial assets of the City. These funds are accounted for in the Comprehensive Annual Financial Report and include:

A. General Fund;
B. Special Revenue Funds;
C. Capital Project Funds;
D. Enterprise Funds;
E. Trust & Agency Funds; and
F. Any new fund created unless specifically exempted by the City Council.

The City's Investment Policy does not apply to the following:

- Funds held in trust in the City's name in pension or other post-retirement benefit programs;
- Cash and Investments held in lieu of retention by banks or other financial institutions for construction projects;
- Short or long-term loans made to other entities by the City; and Short term (Due to/from) or long-term (Advances from/to) obligations made between the City and its funds.

Investment of Bond Proceeds

California Code Section 5922 (d) governs the investment of bond proceeds and reserve funds in accordance with bond indenture provisions.

Arbitrage Requirement

The US Tax Reform Act of 1986 requires the City to perform arbitrage calculations as required and return excess earnings to the US Treasury from investments of proceeds of bond issues sold after the effective date of this law. These arbitrage calculations may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Investable funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations.

The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is the City's position to continue maximization of yield and to rebate excess earnings, if necessary.

## 3.0 PRUDENCE

The standard of prudence to be used by investment official shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The Standard states that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from the expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## 4.0 OBJECTIVES

As specified in CGC 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
B. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

C. **Diversification:** The investment portfolio will be diversified by market sector and maturity to spread market risks. Diversification is required in order to limit potential losses on individual securities or issuers.

*D.* **Yield:** The investment portfolio shall be designed with the objective of attaining a market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. The portfolio risk shall be measured periodically against a benchmark based on City cash flows and the authorized securities.

Performance Standards

The investment portfolio shall be managed in accordance with the parameters specified within this policy and always within consistently safe and prudent treasury management procedures.

Market Yield (Benchmark)

The City's overall investment strategy is passive: Investments are generally held to maturity. The City portfolio shall be compared to a benchmark in order to determine whether market yields are being achieved. The LAIF apportionment rate and the two-year U.S. Treasury Note shall be considered useful benchmarks of the City's portfolio performance.

Marking to Market

The market value of the portfolio shall be calculated quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, is performed. In defining market value, consideration shall been given to pronouncements from the Government Accounting Standards Board (GASB) that address the reporting of investment assets and investment income for all investment portfolios held by governmental entities. The fair value of all securities reported in the City's portfolio is based on currently quoted market prices.

## 5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the City Treasurer (Treasurer), who shall establish written procedures for the operation of the investment program consistent with this Policy. Procedures should include: safekeeping, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

The Treasurer may delegate certain duties in the investment process and no person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Treasurer. All those involved in the investment process shall be designated

investment officers. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of internal controls to regulate the activities of subordinate investment officers. Under the provisions of California Government Code Sections 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

Additionally, the Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

## 6.0 ETHICS AND CONFLICT OF INTEREST

Investment officers and the Treasurer shall refrain from personal business activity that could conflict with the proper execution of the investment program or could impair their ability to make impartial investment decisions.

No monies shall be deposited in any state or federal credit union if any investment officer or a member of the City Council, City Administrator's office, budget office or treasurer's office also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the state or federal credit union.

## 7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

### Depositories

The Treasurer shall maintain a list of approved financial institutions for time and demand deposits, selected on the basis of credit worthiness, financial strength, and minimal capitalization. No public deposit shall be made except in a qualified public depository as established by state laws.

### Broker/Dealers

The Treasurer shall maintain a list of broker/dealers (and brokerage subsidiaries of financial institutions) that provide investment services and are located and registered in the State of California. The Treasurer will approve security broker/dealers selected by credit worthiness and service which are authorized to provide brokerage services in the State of California. The Treasurer shall select only broker/dealers in accordance with the requirements of California Government Code Sections 53601.5 who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, Financial Industry Regulatory Authority (FINRA) or other applicable regulatory organizations.

Qualified institutions and dealers are defined as "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15D3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by California law.

The Treasurer will accept and review proposals from financial institutions and/or dealers on an ongoing basis. All financial institutions and dealers seeking to become a provider of investment services with the City will be equally considered. Current information on the authorized financial institution(s) and/or broker/dealer(s) will be maintained by the Treasurer including audited financial statements, FINRA CRD reports (as applicable), proof of State of California registration, completed authorization to trade agreement and signed City policy certification. All information must be provided and evaluated before any transactions are considered or transacted.

**Policy Certification**

Before engaging in investment transactions with a broker/dealer or financial institution, the Treasurer shall have received from said firm a signed City Policy Certification Form. This form shall certify that the authorized individual responsible for the City's account with that Firm has reviewed the City's Investment Policy and that the Firm has reviewed and understands the Policy and intends to present investment recommendations and transactions to the City that are authorized and appropriate under the terms and conditions of this Policy.

## 8.0 COLLATERALIZATION

All individual certificates of deposit in excess of the FDIC insurance coverage (currently $250,000) must be collateralized. Collateral must meet the requirements of CGC 53652.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits:

A. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including Mortgage Back Securities and Collateralized Mortgage Obligations which pass the bank test.
B. Obligations of any US state or of a County, City or other political subdivision of any state having been rated as investment grade (investment rate no less than "A" or its equivalent) by two nationally recognized rating agencies.

## 9.0 SAFEKEEPING AND CUSTODY

All securities purchased or acquired shall be delivered to the City's depository or approved safekeeping institution as required by CGC 53601. All security transactions entered into by the City shall be conducted on delivery-versus-payment (DVP) basis. The safekeeping agent shall establish the City's right of ownership by receipt. No securities shall be held by a broker/dealer. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable.

## 10.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. It is the policy of the City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

A. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
B. Maturities selected shall provide for stability of income and liquidity.
C. Disbursement and payroll dates shall be covered through maturities investments, marketable US Treasury bills or other cash equivalent instruments such as money market mutual funds.
D. Types of securities or positions will be diversified in accordance with the Policy that limits investments by investment type.

## 11.0 REPORTING

In accordance with CGC 53646(b) (1), on a timely basis, the Treasurer shall submit a quarterly investment report to the City Council giving detail information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program.

Such a quarterly report shall be presented and the report shall include, at a minimum, a complete description of each position in the portfolio including the type of investments, the issuers, maturity dates par values and the current market value. The report will include all funds managed for City by third party contracted advisors/managers. The report would also include the source of the portfolio valuation and compare their performance of the whole portfolio to its benchmark(s).

As specified in CGC 53646(e), if all funds are placed in LAIF or FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report would also include a certification that (1) all investment actions executed since the last report have been made in full compliance with this Policy or must specify in what manner the portfolio is not in compliance and, (2) the City will meet its expenditure obligations for the next six months or provide an explanation regarding why sufficient monies shall or may not be available, as required by CGC 53646(b) (2) and (3), respectively. The Treasurer shall maintain a complete record and shall present a timely record of all investment transactions.

Market prices for the calculation of market value will be obtained from independent sources.

## 12.0 AUTHORIZED INVESTMENT INSTRUMENTS

The City is empowered by the California Government Code to invest in a variety of securities and investment transactions. The City has further restricted the authorized investments to match City needs and risk tolerance levels by this Policy.

Allowable investments for the portfolio of the City are limited by California Government Code Sections 53601 Et seq., 53635. Percentages of Investment Participation and percentages of Maximum Participation apply at the time of purchase. Purchased transactions may not exceed five year maturities. No exception to this Policy is authorized until this Policy is amended and the amended Policy is approved by City Council. The investment instruments and percentage of participation permitted by this Policy are stated below.

### A. Interest Bearing Accounts

City deposits may be kept in any demand checking or savings accounts at authorized financial institutions as identified in California Government Code Sections 53648 provided that they are adequately insured by FDIC or secured with proper collateral as prescribed by Government Code Sections 53656 and/or 53658 and further defined by this Policy. Funds may be automatically swept from the above accounts into authorized investment instruments limited as to percentage of investment participation by this Policy.

### B. Obligation of the U.S. Government

United States Treasury notes, bonds, bill, or securities behind which the faith and credit of the United States is pledged for the payment of principal and interest.

| | |
|---|---|
| Maximum Maturity: | 5 Years |
| Investment Participation | 90% |

### C. Federal Agency and Instrumentality Securities

Obligations of the agencies, instrumentalities and government sponsored enterprises of the US Government including debentures issued by FNMA, FHLB, FHLMC and FFCB but excluding mortgage-backed securities.

| | |
|---|---|
| Maximum Maturity: | 5 Years |
| Investment Participation: | 90% |

**D. Bankers' Acceptances**

Bills of exchange or time drafts drawn on and accepted by a US banking corporation which will be liquidated in full at maturity and is eligible as collateral from a Federal Reserve Bank.

| | |
|---|---|
| Maximum Maturity: | 180 days |
| Investment Participation: | 30% |
| | 10% per bank |
| Credit Requirement: | A1/P1 by one nationally recognized rating agency |

**E. Commercial Paper**

A short-term, unsecured promissory note issued by financial and non-financial corporations to raise short-term cash. These issuing corporations must have total assets in excess of $500,000,000. Eligible paper is further limited to issuing corporations that are organized and operating within the United States.

| | |
|---|---|
| Maximum Maturity: | 270 days |
| Investment Participation: | 25% of portfolio |
| | 10% per issuer |
| Credit Requirement: | A1/P1 by two nationally recognized rating agencies |

**F. FDIC Insured or Collateralized Certificates of Deposit (Time Deposits), Including Placement Service Certificates of Deposit**

Issued by commercial banks with federal deposit insurance available for amounts up to $250,000. Financial institutions must provide collateral for deposits over $250,000. Before purchase, the Treasurer must verify the FDIC status of the issuing bank (FDIC.gov).

| | |
|---|---|
| Maximum Maturity: | 5 Years |
| Investment Participation | 30% |

**G. Share Certificates**

Share (time) deposits from Credit Unions for amounts up to $250,000 backed by National Credit Union Share Insurance Fund (NCUSIF)

| | |
|---|---|
| Maximum Maturity | 5 Years |
| Investment Participation | 10% |

**H. Negotiable Certificates of Deposit Securities**

FDIC insured certificate of deposit securities issued by commercial banks and sold on the secondary market. Before purchase the Treasurer must verify FDIC status of the issuing bank (FDIC.gov).

| | |
|---|---|
| Maximum Maturity: | 5 Years |
| Investment Participation | 30% |

**I. Medium Term Notes**

Medium Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any states and operating within the United States. One nationally recognized rating agency must rate notes eligible for investment in the "AA" category. This includes the lowest AA rating category, which is AA- for Standard and Poor's and Fitch, and AA3 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

| | |
|---|---|
| Maximum Maturity: | 5 Years |
| Investment Participation: | 30% |

**J. State of California Investment Pool, (Local Agency Investment Fund, i.e. LAIF)**

A constant dollar pooled investment fund managed by the State Treasurer's office, which operates like a money market fund for the exclusive benefit of governmental entities within California and maintains a $1 NAV.

| | |
|---|---|
| Investment Participation: | Maximum allowed by LAIF |
| | (Currently $65MM per Account) |

**K. Money Market Mutual Funds**

AAA rated money market mutual funds which strive to maintain a $1 NAV.

| | |
|---|---|
| Investment Participation: | 20% |

**L. Taxable Municipal Bonds**

California Government Code 53601 (d) and (e) permits public agencies to invest in obligations from any US State (in addition to California), as well as California local agency obligations, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or California local agency or by a department, board, agency or authority of that state or California local agency. One nationally recognized rating agency must rate the bonds in the highest A category. This includes A+ for Standard and Poor's and Fitch, and A1 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

| | |
|---|---|
| Maximum Maturity | 5 years (per State Code) |
| Investment Participation | 20% |

The Investment Participation calculation is based on Amortized Book Value of Investments including investments held by the Fiscal Agent.

Securities which have become unauthorized by a change in Policy or law but which were authorized by Policy when purchased will continue to be considered authorized until maturity or sale. If the security is sold or when it matures, all proceeds shall be invested under the current Policy.

**M. Prohibited Investments**

Under the provisions of CGC 53601.6, the City shall not invest any funds covered by this Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.

**N. Investment Pools/Money Market Funds**

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The investigation will, at a minimum, obtain the following:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program is audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings
- A description of how the pool/fund maintain reserves, retained earnings, etc. or is all income after expenses distributed to participants
- A fee schedule that discloses when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

Money market funds must be registered with the Securities and Exchange Commission and which comply with rule 2a7 of the Investment Company Act of 1940. The dollar weighted average maturity of the portfolio shall be less than ninety (90) days and the portfolio is managed to maintain a one dollar ($1.00) share price. Also, the fund shall meet either of the following criteria: (a) Attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical-Rating Organizations; (b) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purpose of this investigation is to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund.

**O. Joint Powers Authority Investments**

Under the provisions of CGC 53601(p), the City is allowed to invest in joint powers authorities that meet certain requirements. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of CGC 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of CGC 53601.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

## 13.0 INTERNAL CONTROLS

A system of internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

### A. OPERATIONAL INTERNAL CONTROL PROCEDURES

Guidelines/procedures addressing operational internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

The guidelines/procedures for operational internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Written confirmation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Treasurer shall perform an internal compliance audit to assure compliance with requirements of this Policy and state statutes.

### B. POLICY DIRECTED INTERNAL CONTROLS

Specific controls established for the safety of the portfolio and its management must be maintained and include:

**1.** Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved custodian. The custodian shall provide the City with proof of ownership or claim by an original document delivered to the City.

**2.** Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Treasurer will analyze and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

3. Competitive Bidding

All security transactions will be made on a competitive basis to assure the City is receiving good market rates. When issued, securities should be compared to other securities available in the secondary market.

4. Monitoring Credit Ratings

The Treasurer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio which require credit ratings based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Treasurer shall notify the City Administrator of the loss of rating and liquidate the investment within two days with options for possible liquidation.

5. Monitoring FDIC Status for Mergers and Acquisitions

The Treasurer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing negotiable CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which CDs are owned by the City, the Treasurer shall immediately liquidate any CD which places the City above the FDIC insurance level. The exception to the above is if the FDIC grandfathers the acquired or merged back. In these instances, both banks are covered by FDIC insurance until the first maturity at either bank.

6. Review of Investment Portfolio

The securities held by the City must be in compliance with Authorized and Suitable Investments at the time of purchase. The City Treasurer shall establish procedures to report to the City Council, major and critical incidences of noncompliance identified through the review of the portfolio.

7. Annual Audit

There will be an annual audit conducted by an independent, outside auditing firm to ensure compliance with all regulations and this Policy of the City.

## 14.0 RISK TOLERANCES

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. The Treasurer is expected to display prudence and review issuer information in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

It is explicitly recognized that in a diversified portfolio, occasional measured losses may occur, and must be considered within the context of overall investment return. Any swaps undertaken must be positive to the City's financial position within a three-month time horizon from the sell side maturity date.

## 15.0 ADOPTION OF INVESTMENT POLICY

This Policy shall be reviewed annually and submitted to the City Council for adoption by resolution on an annual basis. The report to the City Council shall note any changes made to the Policy.

## GLOSSARY OF INVESTMENT TERMS

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government (i.e. Government National Mortgage Association). Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee (i.e. Federal National Mortgage Association).

ASKED PRICE: The price at which securities are offered for sale, also known as offering price.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.)

BOND PROCEEDS: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is often acquisition cost plus/minus amortization and accretion, which may differ significantly from the security's current value in the market.

BROKER: Someone who brings buyers and sellers together and is compensated for his/her service.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by a Nationally Recognized Statistical-Rating Organization.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

CURRENT YIELD (CURRENT RETURN): A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, by buying and selling for his/her own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DIVERSIFICATION: Dividing investment funds among a variety of security types by sector, maturity and quality ratings offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FAIR VALUE: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL CREDIT AGENCIES: Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small-business firms, students, farmers, farm co-operatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banks services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee

periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve Regional Banks and about 5,700 commercial banks that are members of the system.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) responsible for governing business between brokers, dealers and the investing public.

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB): A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

GOVERNMENT SECURITIES: An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INTERNAL CONTROLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

a. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
b. Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
c. Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
d. Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be

properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

e. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
f. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
g. Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Chapter 730, Statutes of 1976 of the State of California, established the Local Agency Investment Fund. This fund enables local governmental agencies to remit money not required for immediate needs to the State Treasurer for the purpose of investment. In order to derive the maximum rate of return possible, the State Treasurer has elected to invest these monies with State monies as a part of the Pooled Money Investment Account. Each local governmental unit has the exclusive determination of the length of time its money will be on deposit with the State Treasurer. At the end of each calendar quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, the State's costs of administering the program are deducted from the earnings.

MARK-TO-MARKET: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MARKET RISK: The risk that the value of a security will raise or decline as a result of changes in market conditions.

MARKET VALUE: The current price at which a security is trading and could presumably be purchased or sold at that particular point in time.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of a financial obligation is due and payable.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

MUTUAL FUND: An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange Commission (SEC) disclosure guidelines.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): Standard and Poor's, Moody's, and Fitch Financial Services are examples of such organizations.

OFFER: An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in $1,000 increments per bond.

PORTFOLIO: Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL: (1) The face amount or par value of a debt instrument. (2) One who acts as a dealer buying and selling for his own account.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: An agreement of one party (for example, a financial institution) to purchase securities at a specified price from a second party (such as a public agency) and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specific date.

RISK: Degree of uncertainty of return on an asset.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING SERVICE: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection and security.

SECONDARY MARKET: A market is made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES LENDING: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises, (FHLB, FNMA, FHLMC, etc.), and Corporations that have imbedded options, (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns), into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SWAP: Trading one asset for another.

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio.

TREASURY BILLS: Short-term U.S. government non-interest bearing discounted debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

TREASURY BOND: A long-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of more than 10 years and issued in minimum denominations of $1,000.

TREASURY NOTE: A medium-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of from one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission (SEC) Rule 15C3-1 outlining requirements that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the security's current price. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Return to Agenda

# REPORT TO CITY COUNCIL

Council Meeting of November 7, 2018

Agenda Item Number 8-9

**Approved by:**

Department Director

For City Administrator

**Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Sign the Memorandum**

## RECOMMENDATION

It is recommended Council approve the Memorandum of Understanding (MOU) between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorize the City Administrator to sign the memorandum.

## HISTORY

The existing MOU between the City and MPOA expired June 30, 2018. Representatives of the City and MPOA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU.

## SITUATION

The proposed MOU provides for the following:

- A one year agreement, effective through June 30, 2019.
- There will be no changes to the existing salary schedule nor will there be any cost of living adjustments. However, consistent with the Mediator's recommendation that came out of negotiations with the General Bargaining Unit and the Mid Management Unit, each employee represented by MPOA will receive a one time payment of $500 after the MOU has been approved.
- The City's contribution toward medical, dental and vision insurance will be equal to the premium for said plan based on enrollment level (employee only, employee + 1, or employee + family). While this covers 100% of the premium for the employee, the contribution is a reduction over the prior year's benefit.

- The City has committed to a one-time purchase of athletic gym equipment in an amount not to exceed $15,000 to outfit the new, larger workout room at the Police Department to facilitate employee fitness for duty.
- Employees will be eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child.
- The amount of education reimbursement for college expenses will be increased from up to $1,800/fiscal year to $2,400/fiscal year. This reimbursement is for college coursework with a grade of C or better and any required text books.
- Exterior Patrol Vests
    - The City will purchase the first exterior patrol vest for all new Police Officers who desire this uniform option.
    - The City will reimburse employees for 50% of the cost to replace their exterior patrol vest, not to exceed $200, once every four years for any vests purchased after adoption of the MOU.
- The City and MPOA have previously agreed to provide bilingual pay incentive for American Sign Language. However, upon implementation of the benefit, the original pass points set were found to be set much more stringently than the City's existing benefit for Spanish/English bilingual pay. For this reason, the pass points have been modified to reflect a similar level of fluency between the two bilingual benefits.
- K-9 Officer pay has historically been a flat rate of $10/hour. The new MOU will tie this pay to the State Minimum Wage to be compliant with Fair Labor Standards Act requirements.
- The reasons for sick leave use have been modified to state that if an employee is approved for Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave, the employee may use sick leave for the absence regardless of the reason for leave. It is required that the employee complete any required paperwork to certify the need for leave along with timely notification of the need for leave.

A revised MOU reflecting these changes is on file with the office of the City Clerk and referred to for further particulars.

## FISCAL IMPACT

The estimated annual cost of the agreement is $77,900, assuming maximum exposure on the exterior patrol vest replacement provision. The new contribution for health benefits is less than the prior fiscal year, representing a savings for this unit of approximately $70,800. This change in the health benefits was already captured in the adopted 2018-19 budget. The net estimated annual cost of the agreement is $7,100. This does not include a monetary value for items such as the non-chargeable bereavement leave, modification to sick leave requirements, and other similar provisions as these vary from year-to-year and there is no specific recurring monetary value to assign.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective bargaining units are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE
MADERA POLICE OFFICERS' ASSOCIATION
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Madera Police Officers' Association (MPOA) expired June 30, 2018; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with MPOA to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared, and such MOU is acceptable to both parties.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association for November 7, 2018-June 30, 2019, on file with the Office of the City Clerk and referred to for further particulars, is approved.

3. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * * *

# MEMORANDUM OF UNDERSTANDING BETWEEN THE

# CITY OF MADERA

# AND

# THE MADERA POLICE OFFICERS' ASSOCIATION

Effective November 7, 2018 to June 30, 2019

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## Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

## Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

## Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

## Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

## Article 5 - Existing Practices And/Or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

## Article 6 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 160 hours in a 28 day work period. Depending upon assignment, the regular work shift of sworn personnel may include 12, 10 or 8 hours of work. If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.0 hour shifts in a 4 day work week totaling 160 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 30 calendar day notice to assigned officers and the Association.

To accommodate preplanned staffing for training and community events, upon providing a minimum of 120 hours notice, the Chief of Police may require an employee to adjust his/her normally scheduled work hours within a pay period to accommodate the preplanned training/community events, which would otherwise generate overtime. The employee may waive the 120 hour notice at his/her option.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

## Article 7 - Salary

The salary schedule attached as Exhibit A reflects the salary plan currently in effect. There are no changes to the existing salary schedule.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council and who continue to be employed as of November 9, 2018 will receive a one-time lump sum payment of $500.00, subject to applicable taxes and deductions. Said payment will be made on pay date November 16, 2018. The parties agree that this one-time payment does not meet the definition of comensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

## Article 8 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

## Article 9a - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

## Article 9b – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

## Article 10 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional $7 per shift for non-sworn and $10 per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

## Article 11 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars ($40.00) per day. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

## Article 12 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day
Martin Luther King Birthday
Presidents Day
Good Friday (4 hours)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.

The recognized holidays equate to 96 hours; 96 hours per calendar year equals accrual of 3.6923 hours per pay period. Holiday time accrues on a per pay period basis for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

## Article 13 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

## Article 14 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.

2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.

3. Employees actually working on New Years Day, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday. Said pay rate of time and one half is the maximum rate of pay for any hours worked on the holiday.

## Article 15 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Use of Sick Leave for FMLA/CFRA Leave:
In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided below.

Family Sick Leave:
Sick leave may be used to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

1.5. Grandchild.

1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

2.1. A temporary restraining order or restraining order.

2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

Sick leave accrues on a per pay period basis at 3.6293 hours for each pay period an employee is in a paid status at least 50% or more of the pay period.
For all personnel 50% of a pay period is 40 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement, an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits instead of cash out. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

| YEARS OF SERVICE | CASH-OUT | YEARS OF SERVICE | CASH-OUT |
|---|---|---|---|
| 5 | 7.5% | 13 | 19.5% |
| 6 | 9.0% | 14 | 21.0% |
| 7 | 10.5% | 15 | 22.5% |
| 8 | 12.0% | 16 | 24.0% |
| 9 | 13.5% | 17 | 25.5% |
| 10 | 15.0% | 18 | 27.0% |
| 11 | 16.5% | 19 | 28.5% |
| 12 | 18.0% | 20 | 30.0% |

**Article 16 - Vacation**

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

| | | |
|---|---|---|
| 0 - 5 yrs. continuous service | = | 3.6923 hours per pay period |
| 5 - 10 yrs. continuous service | = | 4.6153 hours per pay period |
| 10 - 15 yrs. continuous service | = | 5.5384 hours per pay period |
| 15 - 19 yrs. continuous service | = | 6.1538 hours per pay period |
| 20 plus yrs. continuous service | = | 6.4615 hours per pay period |

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For all personnel 50% of a period is 40 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours.

**Article 17 - Military Leave**

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

> Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

## Article 18 - Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

## Article 19 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

| | Annual | Per Pay Period |
|---|---|---|
| Sworn Officers | $1,016.86 | $39.11 |
| Non Sworn | $677.04 | $26.04 |

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to $3,000 in replacement vests per year based on the Police Chief's authorization. Additionally, new sworn employees may choose to have the department purchase an approved exterior patrol vest that is compatible with their bullet proof vest; this option for a City-purchased exterior patrol vest is only available one time at the time of hire. Upon adoption of this Agreement by all parties, existing employees will be eligible for reimbursement of up to 50% of the cost of an initial or replacement exterior patrol vest, not to exceed $200, once every four years. The reimbursement request must be accompanied by a receipt documenting purchase and no reimbursement will be issued for exterior patrol vests not approved for use by the Chief of Police. No reimbursement will be issued for exterior patrol vests purchased prior to adoption of this Agreement by all parties.

## Article 20 – Health and Safety Equipment

Except as provided in Article 19 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

In recognition of the importance of Officer and employee fitness in the performance of regular duties, the City will commit to expending no more than $15,000 during fiscal year 2018-19 for new equipment to outfit the Police Department exercise room with the following items: dumbbell set, squat rack, bench press set, heavy bag set, air assault bike, rowing machine, treadmill(s), and a pull-up/dip station. Additional types of equipment beyond this list may be purchased within the $15,000 total limit at the approval of the Police Chief. All purchases of equipment made pursuant to this agreement must be through the City's normal purchasing policies and practices.

## Article 21 - Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance

with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

**Safety Employees**

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 12%.

**Miscellaneous Employees**

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay

the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

## Article 22 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 21 of this MOU will be discussed.

## Article 23 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees' gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The City does not provide such a contribution for the safety (sworn) employees.

## Article 24 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2018, that contribution will be as follows:

| Coverage | Monthly Benefit Dollars |
|---|---|
| Waiver of Coverage | $300.00 |
| EE Only | $740.16 |
| EE+1 | $1,354.83 |
| EE+Family | $1,971.79 |

Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits

## Article 25 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense untill age 65 or when eligible for Medicare, whichever comes first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

## Article 26 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

The Educational / POST incentives – "Compounded":

| | |
|---|---|
| 2.5 % | 60 college units with a grade of C or better from an accredited institution |
| 2.5 % | Intermediate POST Certificate |
| 2.5 % | Advanced POST Certificate |

5.0 % BA or BS Degree from an accredited institution

12.50% Total

Courses of study will be approved by the Chief of Police or his designee.

**Article 27 - Education Reimbursement**

Sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than $2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course..

**Article 28 - Bilingual Incentive**

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual exam administered by the City as follows. No employee will be compensated for more than one identified bilingual skill (i.e. an employee represented by this unit cannot receive Spanish/English bilingual pay as well as ASL bilingual pay).

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - $250 per month.

OR

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" as follows::

| Minimum Spanish/English Social Services Exam Score | Monthly Bilingual Incentive |
|---|---|
| 3 | $150.00 |
| 4 | $200.00 |
| 5 | $250.00 |

OR

Successfully passing the American Sign Language Proficiency Interview (ASLPI):

| ASLPI Exam Score | Monthly Bilingual Incentive |
|---|---|
| 1 to 2 | $150.00 |
| 2+ to 3+ | $200.00 |
| 4 to 5 | $250.00 |

The City and bargaining unit intend to provide a bilingual incentive for bargaining unit employees fluent in Latin American indigenous languages, however the parties have been unable to find an appropriate testing or certification tool at this time. The parties agree to explore testing or certification for Latin American indigenous languages and will negotiate a specific pay incentive for such bilingual skills once a testing or certification tool has been identified and agreed to by both parties.

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

## Article 29 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and caring for the animal and general conditioning/obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

i. This time is estimated to average 3.5 hours per week.

ii. Pay for such time is set to 1.5 times the California Minimum Wage.

iii. Such pay shall be made as a flat amount per two week pay period.

iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as at the Dog Handled overtime hourly rate of no more than 1.5 times California Minimum Wage.

v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.

vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.

vii. Dog Handler pay, at the flat per pay period amount, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.

viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.

ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.

x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.

xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.

xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of $1.

**Article 30 - Field Training Officer/Detective/SWAT Assignment**

Police Officers assigned by the Chief of Police as Field Training Officers (F.T.O.'s) shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. Police Officers assigned to the detective unit, including MADNET, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. All appointments will be made for whole pay periods consistent with the City's pay calendar.

Officers serving on the County-wide SWAT team will receive an annual allowance to offset the equipment expense and investment of time in this activity. Upon initial assignment, SWAT officers will receive an allowance of $1000.00. Each year thereafter, SWAT officers will receive an allowance of $500.00. The annual allowance will be paid each year in July. If an officer receives the initial SWAT allowance of $1000.00 between January and June of any year, the officer will not be eligible for the annual $500.00 allowance until the following year. Upon adoption of this MOU, current SWAT members will be eligible for the initial $1000.00 allowance.

## Article 31 - Non Sworn Training Incentive

Property & Evidence Officer, Public Safety Dispatcher, and Records Clerk Training Incentive shall be 5% when actual field training is being conducted for the duration of the training period. The training incentive will be paid for whole pay periods only. No incentive will be paid for periods of less than a whole pay period.

## Article 32 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Take Home Vehicle reporting as a fringe benefit cost shall comply with IRS requirements.

## Article 33 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

## Article 34 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, which ever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class.

To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

## Article 35 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may

agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

## Article 36 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective

date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

### Article 37 - Pay Date

Pay dates shall remain the same as they are currently.

### Article 38 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

### Article 39 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

### Article 40 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of improvements or changes in wages, hours, or other conditions of employment for the employee/members represented by the Association, the Association shall serve upon the City Administrator a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2019. Not withstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and MPOA agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to increase in the next fiscal year.

### Article 41 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or

is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

## Article 42 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.

2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.

3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.

4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

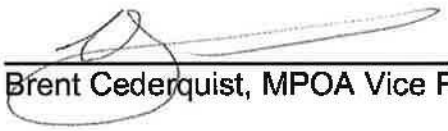
## Article 43 – Term

This Memorandum of Understanding shall be effective November 7, 2018, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2019.

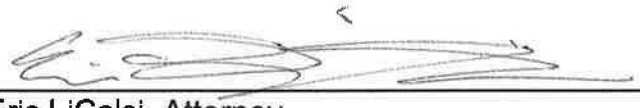
It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

**Signatures**

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION



Brent Cederquist, MPOA Vice President — Date: 10-30-18



Eric LiCalsi, Attorney — Date: 10/30/18

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Steve Frazier, City Administrator — Date

**Exhibit "A"**

# Madera Police Officers' Association
# Salary Schedule

| Job Title | B/U | Range | Bi-Weekly Pay Rate | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | A | B | C | D | E | F |
| Police Corporal | MPOA | 383 | $2,218.59 | $2,329.74 | $2,446.27 | $2,568.19 | $2,696.97 | $2,831.62 |
| Police Officer I | MPOA | 363 | $2,008.04 | $2,108.42 | $2,213.69 | $2,324.35 | $2,440.89 | $2,562.81 |
| Police Officer II | MPOA | 373 | $2,110.86 | $2,216.14 | $2,327.29 | $2,443.33 | $2,565.75 | $2,694.03 |
| Police Officer Trainee | MPOA | 333 | $1,728.94 | $1,815.61 | $1,906.19 | $2,001.67 | $2,101.56 | $2,206.84 |
| Police Sergeant | MPOA | 426 | $2,749.36 | $2,886.95 | $3,031.40 | $3,182.70 | $3,341.84 | $3,508.80 |
| Property & Evidence Officer | MPOA | 296 | $1,437.60 | $1,509.58 | $1,584.98 | $1,664.31 | $1,747.55 | $1,834.70 |
| Public Safety Dispatcher | MPOA | 294 | $1,423.40 | $1,494.40 | $1,569.32 | $1,647.66 | $1,729.92 | $1,816.59 |
| Records Clerk | MPOA | 270 | $1,262.80 | $1,325.96 | $1,392.06 | $1,462.08 | $1,535.04 | $1,611.92 |

Return to Agenda

# REPORT TO CITY COUNCIL

*Approved By:*

*Department Director*

For *City Administrator*

*Council Meeting of November 7, 2018*

*Agenda Item Number* B-10

**SUBJECT:** **CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNER, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, ACCEPTANCE OF EASEMENT DEED AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND TO RECORD THE EASEMENT DEED FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET**

**RECOMMENDATION:**

That the City Council approves Resolution No. 18 - _____:

1. Approving the Agreement for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreement.
3. Accepting the Easement Deed.
4. Authorizing the City Clerk to execute the Certificate of Acceptance and record the Easement Deed.

**SUMMARY:**

Right of Way acquisition of land from twelve parcels is necessary for the Olive Avenue Widening and Reconstruction Project. Acquisition from seven parcels have been previously approved. The Agreement and Easement Decd has been executed by the property owner and they are recommended for approval. The nominal value of the land and improvements for the acquisition is $500. Funds for right of way acquisition were included in the City's FY 2017/18 Budget and have been carried forward to the FY 2018/19 Budget.

**DISCUSSION:**

Right of Way acquisition is necessary from owners of eight parcels and from four parcels owned by the Union Pacific Railroad (UPRR). An Agreement for Purchase and Sale and Easement Deed has been executed by the property owners of seven parcels.

The land acquisition and improvements from this parcel, APN: 011-310-001, consists of 69.4 square feet of land for constructing a ADA ramp at the southeast corner of Olive Avenue and Roosevelt Street. The value of land acquisition was based on the nominal amount of $500 established for corner cutoffs on residential property.

The project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes with a median and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. The Project will include a new UPRR crossing protection and signal and installation of traffic signals at the intersections of Roosevelt Street and Knox Street. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

**FISCAL IMPACT:**

There will be no impact to the City's General Fund for the right of way and construction costs for this project. Regional Surface Transportation Program (RSTP) funds will be used for right of way acquisition and these funds are included in the City's 2018/19 Budget, Account No: 41315320-7050.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

**Strategy 126** - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

**Strategy 138** – This project supports this strategy to establish and enforce ADA standards throughout the community.

# RESOLUTION NO. 18-_____

## A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNER AND ACCEPTANCE OF EASEMENT DEED FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT

**WHEREAS**, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue (the Project); and

**WHEREAS,** the Project requires the acquisition of right of way from twelve parcels of land to widen Olive Avenue for Arterial Street standards and to widen Knox Street for Collector Street standards; and

**WHEREAS,** the property owners of record, listed in Exhibit A attached hereto, has offered for sale to the City of Madera the interest in real property necessary for the widening and reconstruction of the Project; and

**WHEREAS**, the property to be acquired is more specifically described in the legal description included with the Agreement for Purchase and Sale of Real Property and attached to the Easement Deed; and

**WHEREAS,** the purchase price offered for the property has been established as just compensation for a minimal amount of property needed for an intersection curb return with an ADA ramp; and

**WHEREAS,** in April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Avenue Plan Line and Building Set Back Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100 feet right of way arterial standard was approved by the Madera Planning Commission on November 10, 2015; and

**WHEREAS,** the agreement and easement deed recommended for approval and acceptance are on file in the office of the City Clerk.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Property and accepts the Easement Deed, copies of which are on file in the Office of the City Clerk and referred to for particulars.

3. The Mayor is authorized to execute the Agreement.

4. The City Clerk is authorized to execute the Certificate of Acceptance and record the Easement Deed.

5. The Finance Director is authorized to make the payment for the land acquisition in the amount shown in the attached Exhibit A.

6. This resolution is effective immediately upon adoption.

* * * * * * * *

# EXHIBIT A

## PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

Olive Avenue Widening & Reconstruction Project

| APN | PROPERTY OWNER ADDRESS | AMOUNT |
|---|---|---|
| 011-310-001 | Jorge A. Orozco [redacted] | $500.00 |

OWNER: Jorge A. Orozco

PROJECT: Olive Avenue, Gateway Drive to Knox Street, Widening & Reconstruction Project

ADDRESS: [redacted] APN: 011-310-001

SITUS: SE Corner of Olive Avenue & Roosevelt Street

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

**Jorge A. Orozco,** hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described in the Drawing and Legal Description attached hereto.

2. The purchase price for the Offered Property shall be the sum of Five Hundred Dollars and No Cents **($500.00)** as just compensation therefor for land, improvements and severance.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage of substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

////////////////////////////////

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////////////////////////////////

12. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

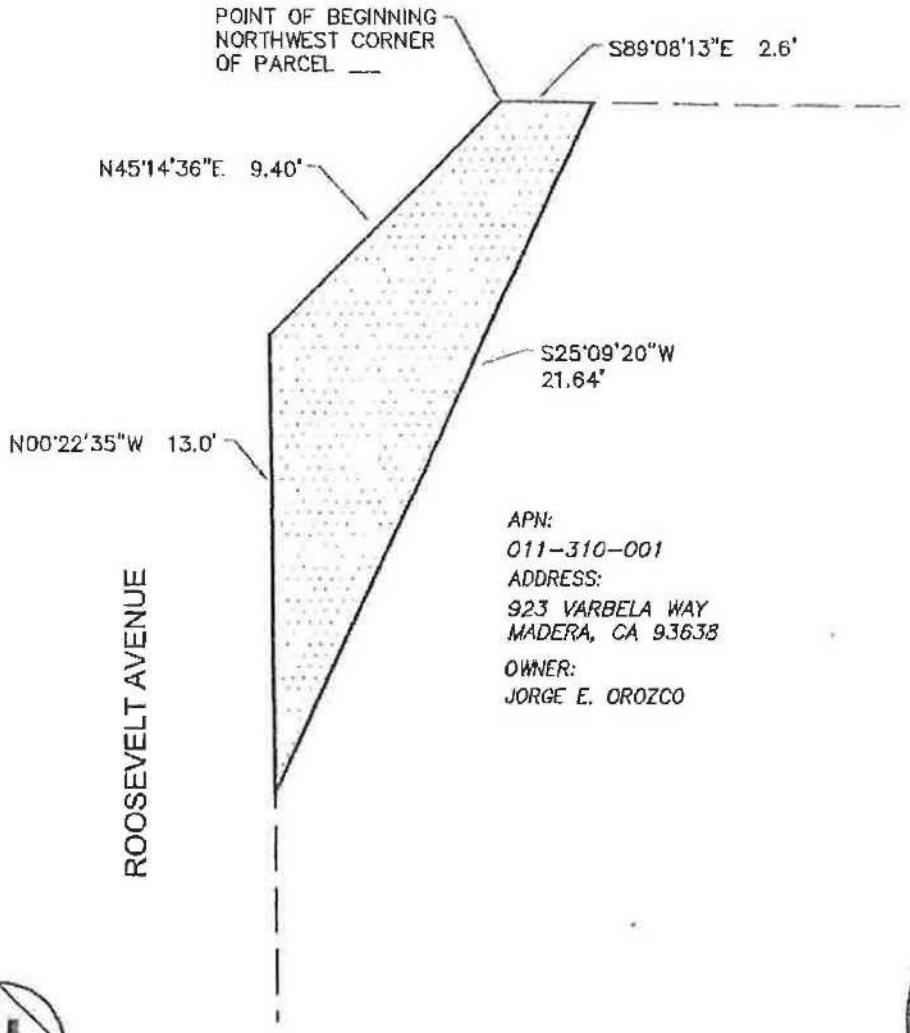
APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER

_____
Jorge A. Orozco
[redacted]
Tax I.D. (Soc. Sec. #)

OLIVE AVENUE




*APN:*
*011-310-001*
*ADDRESS:*
*923 VARBELA WAY*
*MADERA, CA 93638*
*OWNER:*
*JORGE E. OROZCO*

N

SCALE: 1"=5'

*INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±69.38 SQ. FT.*

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach

# CITY OF MADERA - ENGINEERING DEPARTMENT

| | | | |
|---|---|---|---|
| CITY: | CITY OF MADERA | *REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...* | F.B. NO _____ |
| ADDRESS: | 205 W. 4TH STREET<br>MADERA, CA 93637 | | Dr. By: _____ |
| SURVEYOR: | CHRISTIAN M. BACH | | Ch. By: _____ |
| R.C.E. NO. | 18715 | | Date: _____ |
| TELEPHONE: | (559) 661-5418 | | SCALE 1" = 60' |
| | | | SHEET 1 OF 1 |

**Right-of-Way Acquisition**

**Olive Avenue**

# Legal Description

**APN 011-310-001, Owner Orozco**

All that portion of the northwest quarter of the northeast quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to Map of Annandale Tract, recorded in Volume 2 of Maps, Page 12, and map of Las Palmas Estates, Phase I subdivision, recorded in Volume 45 of Maps, Pages 77 through 79, both Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence S 0° 22' 35" E, along the quarter section line of said Section 30, a distance of 70.01 feet; thence S 89° 08' 13" E, a distance of 41.57 feet to a northwest corner of said Las Palmas Estates, Phase I subdivision, being THE TRUE POINT OF BEGINNING;

Thence S 89° 08' 13" E, along the south right-of-way line for Olive Avenue, a distance of 2.60 feet; thence S 25° 09' 20" W, a distance of 21.64 feet to a point on the east right-of-way line for Roosevelt Avenue; thence N 0° 22' 35" W, along said right-of-way line, a distance of 13.00 feet; thence N 45° 14' 36" E, a distance of 9.40 feet to THE TRUE POINT OF BEGINNING.

Containing 69.38 square feet, more or less.

APN 011-310-001



RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Clerk

Fee waived per Section 27383 of the Government Code — No Fee Due
APN: 011-310-001 — No Doc Tax Due R&T 11922
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code

# EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JORGE A. OROZCO** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sewer, water, storm drain, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

By: Jorge A Orozco Date: 10-23-18
Jorge A. Orozco

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Madera)

On 10/23/18 before me, Sonia Alvarez, Notary Public, personally appeared Jorge A. Orozco

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature: Sonia Alvarez (Seal)

SONIA ALVAREZ
Notary Public - California
Madera County
Commission # 2249612
My Comm. Expires Aug 9, 2022

**Right-of-Way Acquisition**

**Olive Avenue**

# Legal Description

**APN 011-310-001, Owner Orozco**

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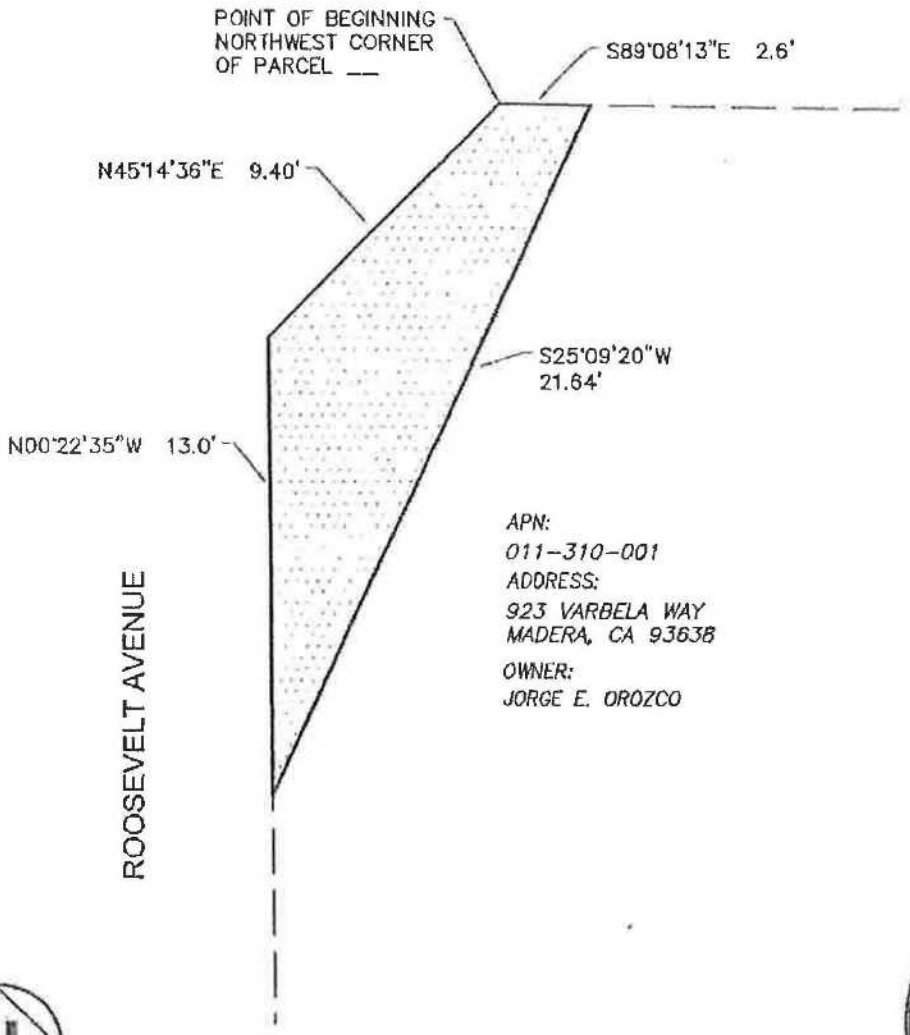
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Containing 69.38 square feet, more or less.

APN 011-310-001



OLIVE AVENUE




APN:
011-310-001
ADDRESS:
923 VARBELA WAY
MADERA, CA 93638
OWNER:
JORGE E. OROZCO

N

SCALE: 1"=5'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±69.38 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach

# CITY OF MADERA - ENGINEERING DEPARTMENT

| | |
|---|---|
| CITY: | CITY OF MADERA |
| ADDRESS: | 205 W. 4TH STREET<br>MADERA, CA 93637 |
| SURVEYOR: | CHRISTIAN M. BACH |
| R.C.E. NO. | 18715 |
| TELEPHONE: | (559) 661-5418 |

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 60'

SHEET 1 OF 1

Return to Agenda

# REPORT TO CITY COUNCIL

Approved By:

Department Director

For City Administrator

Council Meeting of November 7, 2018
Agenda Item Number B- 11

**SUBJECT:** Consideration of a Resolution Approving Lexis Advance Subscription Amendment for Online Research Services with Lexis Nexis and Authorizing the Mayor to Execute the Amendment and any Documents Necessary to Effectuate the Amendment

**RECOMMENDATION:** That Council approve a resolution approving the amendment to the subscription agreement with Lexis Nexis for online legal research services and authorize the Mayor to execute the amendment.

**SUMMARY:** The City Attorney's office has been using Lexis Nexis for its legal research. It is now necessary to renew the agreement with Lexis Nexis. The renewal will lock pricing for the next three years.

**DISCUSSION:**
The City Attorney's Office has been using Lexis Nexis for online legal research for the past several years. The current subscription with Lexis Nexis is expiring and it is necessary to execute an amendment to the subscription agreement to maintain the ability to conduct legal research. The rate will be $300 per month which will be locked for the next three years.

**FISCAL IMPACT:**
No impact since the cost of legal research is part of the current budget for the City Attorney's Department.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**
The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING LEXIS ADVANCE SUBSCRIPTION AMENDMENT FOR ONLINE RESEARCH SERVICES WITH LEXIS NEXIS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ANY DOCUMENTS NECESSARY TO EFFECTUATE THE AMENDMENT.

WHEREAS, The City of Madera, City Attorneys Office is in need of continued Online Legal Research Services; and

WHEREAS, Lexis Nexis is a firm that is qualified to provide such services; and

WHEREAS, the City of Madera, City Attorney's office desires to enter into a Lexis Advance Subscription Amendment to its current Agreement with Lexis Nexis to provide for such services; and

WHEREAS, Lexis Nexis has prepared an amendment to the subscription agreement for online research services, and said Amendment is on file in the Office of the City Clerk and referred to for further particulars.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.

2. The Lexis Advance Subscription Amendment for Online Legal Research provided by Lexis Nexis as described above is hereby approved.

3. The Mayor is authorized to execute the Amendment and all other documents necessary to effectuate the Amendment on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

LexisNexis®

**Lexis Advance® Subscription Amendment for State/Local Government**
**(Existing Subscriber Version)**

| |
|---|
| **"Subscriber" Name: CA-Madera-City Attorney** |
| **Account Number: 100001SQQ** |
| **"LN": LexisNexis, a division of RELX Inc.** |

**1. Amendment**
This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

**2. Certification**
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

| | |
|---|---|
| **Number of Government Professional Users:** | **2** |

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**
3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

| Lexis Advance Content & Features | | |
|---|---|---|
| **Product** | **SKU Number** | **Number of Users** |
| National Primary Plus | 1011510 | 2 |
| Core Public Records with Smartlinx Person, Business and Location Reports | 1004801 | 2 |


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| | | |
|---|---|---|
| CA LexisNexis Forms - Specialized | 1011898 | 2 |
| City Attorney Premium Library | 1011966 | 2 |
| CA Points and Authorities | 1010079 | 2 |
| | | |
| | | |
| | | |
| ☐ See attached Rider No. 1 for additional Content & Features | | |

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

| Committed Term | Monthly Commitment |
|---|---|
| 11/01/2018-10/31/2019 | $300 |
| 11/01/2019-10/31/2020 | $300 |
| 11/01/2020-10/31/2021 | $300 |
| | |
| | |
| | |
| | |

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

_____
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**7. Miscellaneous**


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This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

***LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.***

**AGREED TO AND ACCEPTED BY:**

| **Subscriber:** | **CA-Madera-City Attorney** |
|---|---|
| [MUST BE COMPLETED BY SUBSCRIBER] | |
| **Authorized Subscriber Signature:** | |
| **Printed Name:** | |
| **Job Title:** | |
| **Date:** | |

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

| | |
|---|---|
| **Authorized Signature:** | |
| **Name:** | |
| **Job Title:** | |
| **Date:** | |


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Return to Agenda

# REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of November 7, 2018
Agenda Item Number B-12

**SUBJECT:** Designation of Community Development Director as Acting City Manager for Purposes of Execution of Documents and Taking of Actions Routinely Performed by City Manager Pending Appointment of New City Manager

**RECOMMENDATION:** That Council designate the Community Development Director as Acting City Manager to allow for the execution of certain documents which are routinely executed by the City Manager, and to take any actions which are necessarily undertaken by the City Manager. This will allow the City to conduct business pending the appointment of a new City Manager.

**DISCUSSION:** With the recent retirement of the City Administrator Steve Frazier, it is necessary to designate an Acting City Manager who will be able to execute documents which are normally executed by the City Manager or take other actions which are normally taken by the City Manager. This designation would only be effective pending the formal appointment and commencement of employment of the new City Manager.

**FISCAL IMPACT:**
There is no fiscal impact. This is not a formal appointment to the position of City Manager and there is no salary change contemplated with this designation. This action is requesting designation of authority only so that normal City business may continue uninterrupted.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**
The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

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# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
November 7, 2018

AGENDA ITEM NUMBER:
C-1

Approved By:

PLANNING MANAGER

for CITY ADMINISTRATOR

Subject: Public Hearing and Consideration of:

(1) A Resolution of the City Council of the City of Madera, California, Authorizing the Annexation of Territory to Community Facilities District No. 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.

(2) A Resolution of the City Council of the City of Madera, California, Calling a Special Election and Submitting to the Voters of Annexation No. 4 of the City of Madera Community Facilities District No. 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 4 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District, and the Establishment of an Appropriations Limit.

Conducting of:

(3) A Special Election of the Qualified Electors of Annexation No. 4 of City of Madera Community Facilities District No. 2005-01 and Declaration and Certification of the Results Thereof.

Consideration of:

(4) A Resolution of the City Council of the City of Madera, California, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 4 to Community Facilities District No. 2005-01.

**RECOMMENDATION:**

After reviewing the above-referenced resolutions and accompanying documents, it is recommended that the City Council hold the public hearing and after its close, adopt the resolutions and conduct the special election. If the election is successful, these actions will result in an annexation of territory into City of Madera Community Facilities District No. 2005-01.

**BACKGROUND:**

The City's first Community Facilities District ("CFD 2005-01") was formed at the November 16, 2005 meeting of the City Council. As was originally envisioned with the establishment of the

CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

A group of two subdivisions is currently prepared to proceed with the annexation process into CFD 2005-01. This will comprise the fourth annexation. The table below summarizes the projects which are proposing to be annexed.

| Project Name | Owner | Acres | Lots | Location |
|---|---|---|---|---|
| Riverwalk | City of Madera | 2.15 | 12 lots | North of Central from A to C Street |
| Adelaide Subdivision | City of Madera | 3.57 | 19 lots | Sawmill/Adelaide/Lilly |

At the Council's September 19, 2018 meeting, it approved a resolution adopting a boundary map depicting the territory proposed for annexation. At the September 19, 2018 meeting, a resolution was approved declaring the City's intention to annex the proposed territory into CFD 2005-01.

At tonight's meeting, after the close of the public hearing and adoption of the above-referenced resolutions, if the landowner(s) elect to annex at the special election, the City can proceed with the annexation by adopting a resolution of annexation.

**FINANCIAL IMPACT:**

Based on the 2018/19 Fiscal Year CFD 2005-01 assessments for single family residential units, the estimated annual revenue received by the City for the annexation (Fund 76650) will be $13,923.34 at full buildout of the developments. CFD 2005-01 includes an annual CPI adjustment. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The proposed action is not specifically addressed as part of the plan, but is not in conflict with it and is sympathetic of the underlying principles of the Vision 2025 Plan.

**ATTACHMENTS**

Resolution of Annexation
- Exhibit A – Rate and Method of Apportionment
- Exhibit B – Ballot

Resolution Calling for Election
- Exhibit A – Ballot

Resolution of Results of Election
- Exhibit A – Statement of Votes Cast
- Exhibit B – Annexation Map
- Exhibit C – List of Properties

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2005-01 AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS**

**WHEREAS,** this Council, on September 19, 2018, adopted Resolution No. 18-186 (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2005-01 (hereafter referred to as "CFD No. 2005-01"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act");

**WHEREAS,** a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-01, and a description and map of the proposed boundaries of the territory to be annexed to CFD No. 2005-01 ("Annexation No. 4"), is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

**WHEREAS,** on the 7th of November, 2018, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-01;

**WHEREAS,** at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-01 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

**WHEREAS,** prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-01 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-01, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-01, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-01; and

**WHEREAS,** a boundary map for Annexation No. 4 to CFD No. 2005-01 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED,** determined and ordered by the City Council for the City of Madera as follows:

1. The above recitals are all true and correct.

2. All prior proceedings taken by this Council with respect to CFD No. 2005-01 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-01, on file with the City Clerk are hereby finally approved, are incorporated herein by

reference, and shall be included within the boundaries of CFD No. 2005-01, and said territory is hereby annexed to CFD No. 2005-01, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

4. The services which CFD No. 2005-01 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-01 and the territory to be annexed to CFD No. 2005-01 and will not be replacing services already available. A general description of the services to be financed is as follows:

> Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.
>
> Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.
>
> Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-01 and the territory proposed to be annexed as part of Annexation No. 4, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 4, will be levied annually within the boundaries of Annexation No. 4 from and after the annexation of such property to CFD No. 2005-01. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-01 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-01.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the

Annexation No. 4 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 4 shall be submitted to the voters within Annexation No. 4 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 4 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 4 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 4.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit "B," which election will be conducted on November 7, 2018 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-01, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

**EXHIBIT A**

**CITY OF MADERA**
**COMMMUNITY FACILITIES DISTRICT 2005-01**
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

## A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

**"Administrative Expenses"** means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

**"Annual Escalation Factor"** means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of

Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by assessor's parcel number.

**"Base Year"** means Fiscal Year ending June 30, 2007.

**"City"** means the City of Madera.

**"Council"** means the City Council of the City of Madera, acting as the legislative body of the District.

**"County"** means the County of Madera, California.

**"Developed Multi-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

**"Developed Property"** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

**"Developed Single-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

**"District Administrator"** means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**"District"** means Community Facilities District No. 2005-01 of the City of Madera.

**"Entitled Property"** means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development,

excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

**"Final Map"** means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.
**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means any of the classes listed in Table 1.

**"Lot"** means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

**"Non-Residential Property"** means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

**"Property Owner Association Property"** means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

**"Proportionately"** means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

**"Public Property"** means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

**"Service Costs"** means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On

each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

**"Special Tax"** means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

**"Special Tax Requirement"** means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

**"State"** means the State of California.

**"Property"** means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

**"Tax Exempt Property"** means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

**"Undeveloped Property"** means for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**"Unit"** means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

## B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as

Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

## C. MAXIMUM SPECIAL TAX RATE

### 1. DEVELOPED PROPERTY

**TABLE 1**
**MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY**
**COMMUNITY FACILITIES DISTRICT NO. 2005-01**

| Land Use Class | Description | Maximum Special Tax Per Unit[1] |
|---|---|---|
| 1 | Developed Single-Family Residence | $311 per unit |
| 2 | Developed Multi-Family Residence | $285 per unit |
| [1] Maximum Special Tax includes Administrative Expenses | | |

### 2. ENTITLED PROPERTY

**TABLE 2**
**MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY**
**COMMUNITY FACILITIES DISTRICT NO. 2005-01**

| Land Use Class | Description | Maximum Special Tax Per Unit[1] |
|---|---|---|
| 3 | Entitled Property | $166 per lot |
| [1] Maximum Special Tax includes Administrative Expenses | | |

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

### 3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

### 4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

### 5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

## D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

## E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

## F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

## G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

## H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

**Exhibit B**

**City of Madera**

**Community Facilities District No. 2005-01, (Public Services), Annexation No. 4**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, November 7, 2018 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

**BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 19, 2018?

**YES:** ☐

**NO:** ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 4 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 A PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 4 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT**

**WHEREAS,** pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory to City of Madera Community Facilities District No. 2005-01, County of Madera, State of California (hereafter referred to as "CFD No. 2005-01"); and

**WHEREAS,** by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-01 (hereafter referred to as "Annexation No. 4") with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-01; and

**WHEREAS,** pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 4 the annual levy of special taxes on taxable property within Annexation No. 4; and

**WHEREAS,** the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 4;

**NOW, THEREFORE, BE IT RESOLVED,** determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 3 as follows:

1. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-01 for each of the 90 days preceding the close of the public hearing on November 7, 2018; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2005-01, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 4 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 4 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the

election on November 7, 2018, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (f) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on November 7, 2018.

2. The City Council hereby calls and schedules a special election for November 7, 2018, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 4 to CFD No. 2005-01 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 4 to CFD No. 2005-01.

3. The proposition to be submitted to the voters of Annexation No. 4 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 19, 2018?

4. Except as otherwise provided in Section 5 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

5. The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 4 to CFD No. 2005-01 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who

voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 4 to CFD No. 2005-01.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 7th day of November 2018; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on the proposition set forth in the official ballot.

**Exhibit A**

**City of Madera**

**Community Facilities District No. 2005-01, (Public Services), Annexation No. 4**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, November 7, 2018 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

**BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 19, 2018?

**YES:** ☐

**NO:** ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 4 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01**

**WHEREAS,** the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-01 (hereafter referred to as CFD No. 2005-01); and,

**WHEREAS,** the City Council initiated proceedings to annex certain territory to Community Facilities District No. 2005-01 (hereafter referred to as "Annexation No. 4"); and

**WHEREAS,** at this time the unanimous consent to the annexation of Annexation No. 4 has been received from the property owner or owners of such territory; and

**WHEREAS,** less than twelve (12) registered voters have resided within the territory of Annexation No. 4 for each of the ninety (90) days preceding November 7, 2018, therefore, pursuant to the Act the qualified electors of Annexation No. 4 shall be the "landowners" of Annexation No. 4 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 4; and

**WHEREAS,** the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 4 to the qualified electors of Annexation No. 4 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 4; and

**WHEREAS,** the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 4, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

**WHEREAS,** at this time the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

**WHEREAS,** a map showing the territory to be annexed and designated as Annexation No. 4 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

**NOW, THEREFORE, BE IT RESOLVED,** determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 4 as follows:

1. The above recitals are all true and correct.

2. This City Council does hereby determine as follows:

(a) The unanimous consent to the annexation of Annexation No. 4 to CFD No. 2005-01 has been given by all of the owners within Annexation No. 4 and such consent shall be kept on file in the Office of the City Clerk.

(b) Less than twelve (12) registered voters have resided within the territory of Annexation No. 4 for each of the ninety (90) days preceding November 7, 2018, therefore, pursuant to the Act the qualified electors of Annexation No. 4 shall be the "landowners" of such Annexation No. 4 as such term is defined in Government Code Section 53317(f).

(c) The qualified electors of Annexation No. 4 have unanimously voted in favor of the levy of special taxes within Annexation No. 4 upon its annexation to CFD No. 2005-01.

3. The boundaries and parcels of territory within Annexation No. 4 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

4. The City Council does hereby determine and declare that Annexation No. 4 is now added to and becomes a part of CFD No. 2005-01. The City Council, acting as the legislative body of CFD No. 2005-01, is hereby empowered to levy the authorized special tax within Annexation No. 4.

5. Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment No. 4 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

## Exhibit A

## Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA )
COUNTY OF MADERA ) ss.
CITY OF MADERA )

The undersigned, ELECTION OFFICIAL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-01
ANNEXATION NO. 4
SPECIAL ELECTION

held in the City of Madera, on November 7, 2018.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 4 to Community Facilities District No. 2005-01 of the City of Madera for or against the Measure are full, true and correct.

VOTES CASTED:

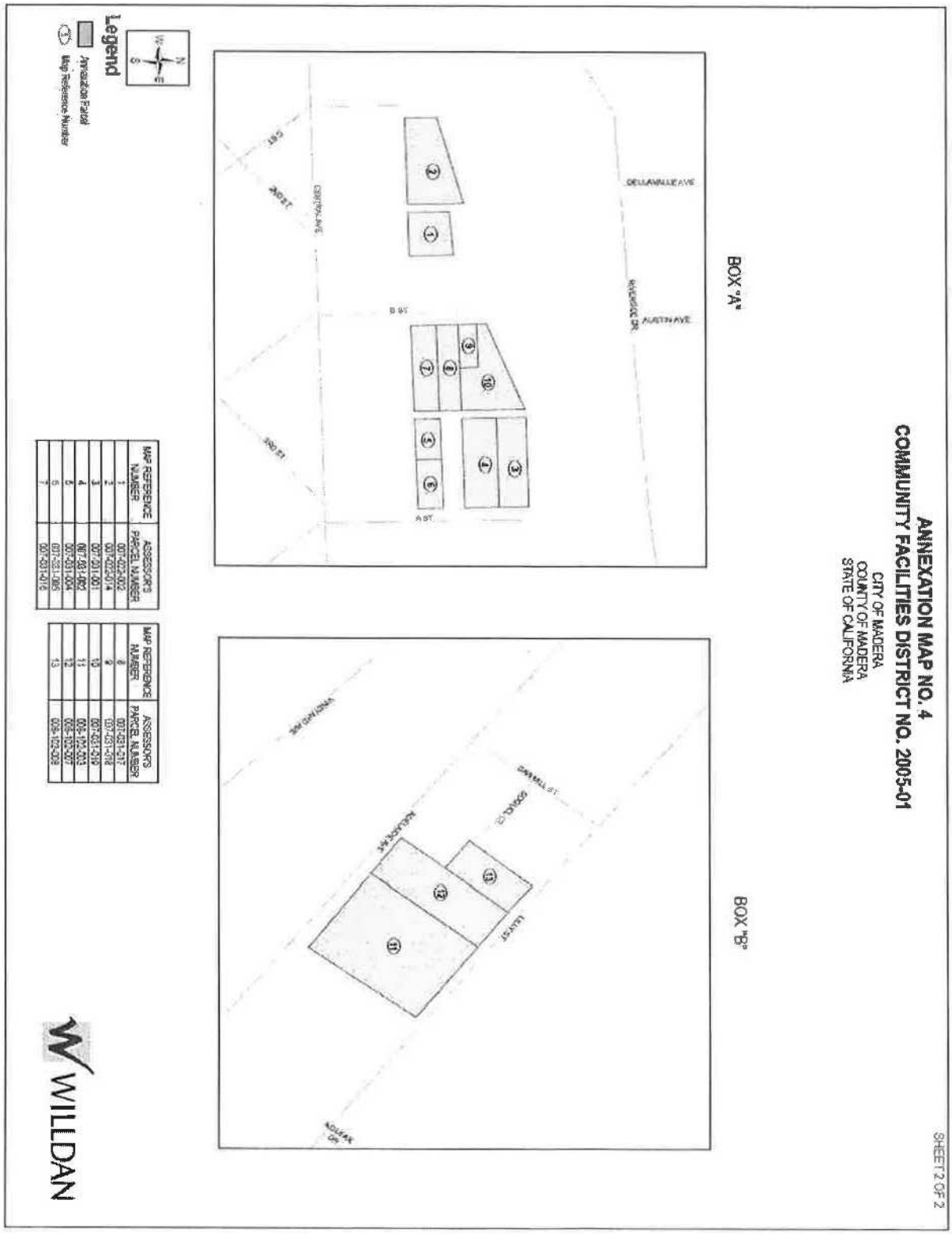
YES _____
NO _____

WITNESS my hand this ____ day of _____, 2018

_____
City Clerk, Sonia Alvarez
City of Madera

# Exhibit B

## Annexation Map




| MAP REFERENCE NUMBER | ASSESSORS PARCEL NUMBER |
|---|---|
| 1 | 007-402-002 |
| 2 | 007-402-014 |
| 3 | 007-201-001 |
| 4 | 007-681-003 |
| 5 | 007-201-004 |
| 6 | 007-201-005 |
| 7 | 007-201-016 |

| MAP REFERENCE NUMBER | ASSESSORS PARCEL NUMBER |
|---|---|
| 8 | 007-681-017 |
| 9 | 007-681-018 |
| 10 | 007-681-019 |
| 11 | 006-104-003 |
| 12 | 006-104-007 |
| 13 | 006-102-008 |

## Exhibit C

## List of Properties to be Annexed

| APN(s) | Landowner(s) |
|---|---|
| 007-022-002-000 | City of Madera |
| 007-022-017-000 | City of Madera |
| 007-022-018-000 | City of Madera |
| 007-031-001-000 | City of Madera |
| 007-031-002-000 | City of Madera |
| 007-031-004-000 | City of Madera |
| 007-031-005-000 | City of Madera |
| 007-031-016-000 | City of Madera |
| 007-031-017-000 | City of Madera |
| 007-031-018-000 | City of Madera |
| 007-031-019-000 | City of Madera |
| 008-102-003-000 | City of Madera |
| 008-102-007-000 | City of Madera |
| 008-102-008-000 | City of Madera |

Return to Agenda

# REPORT TO CITY COUNCIL

Approved By:

Department Director

For City Administrator

Council Meeting of November 7, 2018
Agenda Item Number C-2

**SUBJECT:** SECOND READING AND CONSIDERATION OF ADOPTION OF AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO SPEED LIMITS IN CERTAIN ZONES

**RECOMMENDATION:**

Staff recommends that the City Council adopt the ordinance amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code relating to the adjustment of speed limits in certain zones.

**SUMMARY:**

At its October 17, 2018 meeting, the Council conducted a public hearing and introduced an ordinance amending speed limits at three (3) locations within the City. This item addresses several locations where adjustments or additions to Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code are considered necessary.

**DISCUSSION:**

As discussed in the Report to Council dated October 17, 2018. Staff is proposing that the speed limits be implemented at the subject location and be included in an amended Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code. The locations are as follows:

Knox Street from Olive Ave. to Tozer Street – A speed survey was conducted for this segment within the last 6 months. The 85th percentile speed on this segment determined to be 45 mph. The speed limit was reduced by 5 mph as permissible by the CA MUTCD 2014 Revision 3 Section 2B.13 "Speed Limit Sign (R2-1)", which states that "*the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in accordance with California Vehicle Code (CVC) Section 627 and 22358.5*". The speed reduction was based on the following condition:

- There are currently two (2) horizontal curves along Knox Street that are not suitable for a 45-mph speed. The reduction in speed along with warning signs at the locations are considered appropriate for the conditions.

Yosemite Ave from Gateway Drive to Pine Street – Proposed ordinance shows a reduction of 5 mph from 40 mph to 35 mph. The speed limit was reduced by 5 mph based on recommendations from a recent engineering study. The reduction is also based on the CA MUTCD 2014 Revision 3 Section 2B.13 criteria presented above. Specifically, the basis for the reduction is the consistent observation of high pedestrian volumes crossing Yosemite Ave at L, M and N Streets along this segment to get to and from school. The study also found that several street crossings along this segment do not meet adequate line of sight and stop sight distances. Reducing the speed to 35mph would improve both the line of sight distances and stop sight distance requirements.

Westberry Blvd. from Sunset Avenue to Riverview Drive - The proposed ordinance is reintroducing the declared prima facie speed limit at this street segment. The street segment was erroneously deleted from the list of streets with declared prima facie speed limits from the October 5, 2016 Amendment of Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code. The proposed speed limit of 40 mph is 5 mph less than current speed limit posting of this segment. The speed reduction is due to the speed survey result conducted on March 10, 2016 that resulted on a 85th percentile of 42 mph.

The following table provides a summary of the proposed changes to the October 5, 2016 Ordinance:

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|---|---|---|
| 1 | Adell Street from Country Club to "D" Street | 40 |
| 2 | Almond Ave. from Pine Street to Granada Drive | 45 |
| 3 | Almond Ave. from Golden State Hwy to Madera Ave | 40 |
| 4 | Almond Ave. from Madera Ave. to Stadium Road | 40 |
| 5 | Cleveland Ave. from Gateway Drive to Tulare St | 40 |
| 6 | Cleveland Ave. from Granada Drive to Schnoor Ave. | 40 |
| 7 | Cleveland Ave from Granada Dr. to W. City Limits | 45 |
| 8 | Cleveland Ave. from Schnoor Ave. to Freeway 99 | 40 |
| 9 | Cleveland Ave. from Tulare to Tozer Road | 40 |
| 10 | Clinton Ave. from Lilly St to Tozer Road | 35 |
| 11 | Country Club Drive from Cleveland Ave. to Clark | 40 |
| 12 | D Street from Central Ave. to Yosemite Ave. | 35 |
| 13 | D Street from Cleveland Ave. to Adell Street | 40 |
| 14 | D Street from Ninth Street to Olive Avenue | 35 |
| 15 | Ellis Street from Lake Street to Chapin Ave. | 40 |
| 16 | Fourth Street from I Street to Pine Street | 35 |
| 17 | Fourth Street from D Street to Lake Street | 35 |
| 18 | Gateway Drive from Cleveland Ave. to Avenue 16 | 50 |
| 19 | Gateway Drive from Fresno River to Cleveland Ave. | 40 |
| 20 | Gateway Drive from Ninth Ave. to Olive Ave. | 35 |
| 21 | Granada Drive from Cleveland Ave. to Fresno River | 45 |
| 22 | Granada Drive from Howard Road to Sunset Ave. | 35 |
| 23 | Granada Drive from Howard Rd. to Industrial Ave. | 40 |
| 24 | Granada Drive from Industrial Ave. to South City Limits | 45 |

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|---|---|---|
| 25 | Granada Drive from Sunset Ave. to Riverview Drive | 35 |
| 26 | Howard Road from Autumn Road to Pine Street | 35 |
| 27 | I Street from 4th Street to Olive Avenue | 35 |
| 28 | I Street from 4th Street to Central Avenue | 35 |
| 29 | Industrial Ave. from Granada Dr. to Schnoor Ave. | 40 |
| 30 | Kennedy Street from Lake Street to Tulare Ave. | 35 |
| 31 | Kennedy Street from Tulare Street to City Limits | 40 |
| 32 | Knox Street from Olive Ave. to Tozer Street | 40 |
| 33 | Lake Street from Cleveland Ave. to Ellis Street | 40 |
| 34 | Lake Street from Clinton Ave. to Sunrise Ave. | 35 |
| 35 | Pecan Ave. from Raymond Thomas to Golden State Blvd. | 40 |
| 36 | Pecan Ave. from Madera Ave. to Pine Street | 45 |
| 37 | Pecan Ave. from Schnoor Ave. to Pine Street | 45 |
| 38 | Pine Street from Howard Road to Pecan Street | 45 |
| 39 | Pine Street from Howard Road to Sunset Avenue | 30 |
| 40 | Schnoor Ave. from Dutra Way to Cleveland Ave. | 35 |
| 41 | Schnoor Ave. from Kennedy Street to Cleveland Ave. | 40 |
| 42 | Sherwood Way from Country Club Drive to Sonora Street | 40 |
| 43 | Sherwood Way from Sonora Street to Lake Street | 35 |
| 44 | Storey Road from Yosemite Ave. to City Limits | 45 |
| 45 | Sunrise Ave. from B Street to Lilly Street | 40 |
| 46 | Sunset Ave. from Fourth Street to Granada Drive | 35 |
| 47 | Sunset Ave. from Granada Drive to City Limits | 45 |
| 48 | Tozer Street from Avenue 15 to A Street | 50 |
| 49 | Tozer Street from Yosemite Ave. to Avenue 15 | 45 |
| 50 | Tozer Street from Olive Ave. to Knox Street | 45 |
| 51 | Vineyard Ave. from Clinton Ave. to Yosemite Ave. | 35 |
| 52 | Westberry Blvd. from Howard Road to Sunset Avenue | 45 |
| 53 | Westberry Blvd. from Sunset Avenue to Riverview Drive | 40 |
| 54 | Yosemite Ave. from Gateway Drive to Pine Street | 35 |

**FISCAL IMPACT:**

There is no direct impact to the City.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The speed limits are integral in creating a good traffic flow which minimizes traffic accidents. Safe, clean and attractive streets accommodate traffic, providing easy access to all parts of the City.

# ORDINANCE NO. _____

**AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO THE ADJUSTMENT OF SPEED LIMITS IN CERTAIN ZONES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:**

SECTION 1. Subsection (B) of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code is hereby deleted in its entirety and replaced as follows:

[

(B) Section 16. It is determined upon the basis of an engineering and traffic investigation that the speed permitted by state law upon the following streets is less than is necessary for the safe operation of vehicles thereon by reason of the designation and sign-posting of such streets as through highways and/or by reason of widely-spaced intersections, and it is declared that the prima facie limit shall be as set forth in this section on those streets, or parts of streets, designated in this section when signs are erected giving notice thereof:

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|---|---|---|
| 1 | Adell Street from Country Club to "D" Street | 40 |
| 2 | Almond Ave. from Pine Street to Granada Drive | 45 |
| 3 | Almond Ave. from Golden State Hwy to Madera Ave | 40 |
| 4 | Almond Ave. from Madera Ave. to Stadium Road | 40 |
| 5 | Cleveland Ave. from Gateway Drive to Tulare St | 40 |
| 6 | Cleveland Ave. from Granada Drive to Schnoor Ave. | 40 |
| 7 | Cleveland Ave from Granada Dr. to W. City Limits | 45 |
| 8 | Cleveland Ave. from Schnoor Ave. to Freeway 99 | 40 |
| 9 | Cleveland Ave. from Tulare to Tozer Road | 40 |
| 10 | Clinton Ave. from Lilly St to Tozer Road | 35 |
| 11 | Country Club Drive from Cleveland Ave. to Clark | 40 |
| 12 | D Street from Central Ave. to Yosemite Ave. | 35 |
| 13 | D Street from Cleveland Ave. to Adell Street | 40 |
| 14 | D Street from Ninth Street to Olive Avenue | 35 |
| 15 | Ellis Street from Lake Street to Chapin Ave. | 40 |
| 16 | Fourth Street from I Street to Pine Street | 35 |
| 17 | Fourth Street from D Street to Lake Street | 35 |
| 18 | Gateway Drive from Cleveland Ave. to Avenue 16 | 50 |
| 19 | Gateway Drive from Fresno River to Cleveland Ave. | 40 |
| 20 | Gateway Drive from Ninth Ave. to Olive Ave. | 35 |
| 21 | Granada Drive from Cleveland Ave. to Fresno River | 45 |
| 22 | Granada Drive from Howard Road to Sunset Ave. | 35 |
| 23 | Granada Drive from Howard Rd. to Industrial Ave. | 40 |
| 24 | Granada Drive from Industrial Ave. to South City Limits | 45 |
| 25 | Granada Drive from Sunset Ave. to Riverview Drive | 35 |
| 26 | Howard Road from Autumn Road to Pine Street | 35 |
| 27 | I Street from 4th Street to Olive Avenue | 35 |
| 28 | I Street from 4th Street to Central Avenue | 35 |
| 29 | Industrial Ave. from Granada Dr. to Schnoor Ave. | 40 |
| 30 | Kennedy Street from Lake Street to Tulare Ave. | 35 |
| 31 | Kennedy Street from Tulare Street to City Limits | 40 |

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|---|---|---|
| 32 | Knox Street from Olive Ave. to Tozer Street | 40 |
| 33 | Lake Street from Cleveland Ave. to Ellis Street | 40 |
| 34 | Lake Street from Clinton Ave. to Sunrise Ave. | 35 |
| 35 | Pecan Ave. from Raymond Thomas to Golden State Blvd. | 40 |
| 36 | Pecan Ave. from Madera Ave. to Pine Street | 45 |
| 37 | Pecan Ave. from Schnoor Ave. to Pine Street | 45 |
| 38 | Pine Street from Howard Road to Pecan Street | 45 |
| 39 | Pine Street from Howard Road to Sunset Avenue | 30 |
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| 41 | Schnoor Ave. from Kennedy Street to Cleveland Ave. | 40 |
| 42 | Sherwood Way from Country Club Drive to Sonora Street | 40 |
| 43 | Sherwood Way from Sonora Street to Lake Street | 35 |
| 44 | Storey Road from Yosemite Ave. to City Limits | 45 |
| 45 | Sunrise Ave. from B Street to Lilly Street | 40 |
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| 47 | Sunset Ave. from Granada Drive to City Limits | 45 |
| 48 | Tozer Street from Avenue 15 to A Street | 50 |
| 49 | Tozer Street from Yosemite Ave. to Avenue 15 | 45 |
| 50 | Tozer Street from Olive Ave. to Knox Street | 45 |
| 51 | Vineyard Ave. from Clinton Ave. to Yosemite Ave. | 35 |
| 52 | Westberry Blvd. from Howard Road to Sunset Avenue | 45 |
| 53 | Westberry Blvd. from Sunset Avenue to Riverview Drive | 40 |
| 54 | Yosemite Ave. from Gateway Drive to Pine Street | 35 |

]

Section 2. If any section, subsection, clause or phase of this Ordinance is for any reason held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional or otherwise invalid.

Section 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage or when appropriate signs giving notice thereof are erected upon street and shall not thereafter be revised except upon the basis of an engineering and traffic survey, whichever occurs later.

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Return to Agenda

COUNCIL MEETING OF:
November 7, 2018

AGENDA ITEM NUMBER:
C-3

# REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

for CITY ADMINISTRATOR

**SUBJECT:**

A noticed public hearing and consideration of adoption of a resolution adopting the Madera County Local Hazard Mitigation Plan and incorporating the Madera County Local Hazard Mitigation Plan by reference into the Health and Safety Element of the 2009 General Plan.

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**RECOMMENDATION:**

The Planning Commission and staff recommend adoption of the resolution adopting the Madera County Local Hazard Mitigation Plan and incorporating the Madera County Local Hazard Mitigation Plan by reference into the Health and Safety Element of the 2009 General Plan.

**BACKGROUND:**

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts determined, mitigation goals set, and appropriate mitigation strategies determined, prioritized, and implemented. This plan documents the hazard mitigation planning process and identifies relevant hazards and vulnerabilities and strategies the City and County will use to decrease vulnerability and increase resiliency and sustainability in the community. To fully review the Madera County Local Hazard Mitigation Plan (LHMP), please visit the following link to the City website:

https://www.cityofmadera.ca.gov/home/departments/planning/.

**ANALYSIS:**

Madera County and three participating jurisdictions (cities of Chowchilla and Madera, and the North Fork Rancheria of Mono Indians) developed the Local Hazard Mitigation Plan (LHMP) update to make the County and its residents less vulnerable to future hazard events. The LHMP serves to update the 2011 Federal Emergency Management Agency (FEMA) approved Madera County LHMP. This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007 so that Madera County would be eligible for the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation and Hazard Mitigation Grant programs. This plan was also developed in order for the County and participating jurisdictions to be eligible for certain federal disaster assistance, specifically, the Federal Emergency Management

Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) Program, and the Flood Mitigation Assistance (FMA) Program. The County and all participating jurisdictions followed a planning process prescribed by FEMA. FEMA requires all LHMP's to be updated every 5 years.

Madera County Office of Emergency Services (OES) was the lead agency and requested proposals from contractors for the update, preparation, submission and approval of the updated plan by both California OES and FEMA. The contractor, Foster Morrison Consulting, has now completed the plan and had it reviewed by both OES and FEMA. Each have approved the updated plan and now the plan must be adopted by the City Councils of each City and the Board of Supervisors to be an official and recognized plan.

General Plan Amendment 2018-04 provides a process for adoption of the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The project supports one of the four core vision statements in the Vision Plan, "A Safe, Healthy Community," which envisions "coordinated, emergency services [that] meet the needs of an expanding community."

**FISCAL IMPACT:**

None.

**REFERENCE MATERIALS:**

Planning Commission Resolution No. 1836
City Council Resolution

**RESOLUTION NO. 1836**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF GENERAL PLAN AMENDMENT 2018-04 ADOPTING THE MADERA COUNTY LOCAL HAZARD MITIGATION PLAN BY REFERENCE INTO THE SAFETY ELEMENT OF THE GENERAL PLAN

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, City of Madera recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, City of Madera fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Madera County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Madera desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Madera County Local Hazard Mitigation Plan; and

WHEREAS, the City has initiated a General Plan Amendment to adopt the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140

WHEREAS, adoption by the governing body for the City of Madera, demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan; and

WHEREAS, adoption of this resolution legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission of the City of Madera hereby recommends to the City Council of the City of Madera adoption of the Madera County Local Hazard Mitigation Plan as an official plan.

3. The Planning Commission of the City of Madera hereby recommends to the City Council of the City of Madera adoption of the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140.

4. The Planning Commission of the City of Madera hereby recommends to the City Council of the City of Madera submission of the adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

5. This resolution is effective immediately upon adoption.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 9th day of October 2018, by the following vote:

AYES: Bruce Norton, Pamela Tyler, Robert Gran Jr., Richard Broadhead

NOES: None

ABSTENTIONS: Kenneth Hutchings

ABSENT: Israel Cortes

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Christopher F. Boyle
Acting Planning Manager

**RESOLUTION NO. _____**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MADERA COUNTY LOCAL HAZARD MITIGATION PLAN AND INCORPORATING THE MADERA COUNTY LOCAL HAZARD MITIGATION PLAN BY REFERENCE INTO THE SAFETY ELEMENT OF THE GENERAL PLAN

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, City of Madera recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, City of Madera fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Madera County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Madera desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Madera County Local Hazard Mitigation Plan; and

WHEREAS, the City initiated a General Plan Amendment to adopt the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140; and

WHEREAS, the Planning Commission of the City of Madera adopted a resolution recommending to the City Council of the City of Madera adoption of the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan; and

WHEREAS, adoption by the governing body of the City of Madera demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan; and

WHEREAS, adoption of this resolution legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The City Council of the City of Madera hereby adopts the Madera County Local Hazard Mitigation Plan as an official plan.

3. The City Council of the City of Madera hereby incorporates the Madera County Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140.

4. The City of Madera will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

5. This resolution is effective immediately upon adoption.

* * * * *

Return to Agenda

COUNCIL MEETING OF:
November 7, 2018

AGENDA ITEM NUMBER:
C-4

# REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

For CITY ADMINISTRATOR

**SUBJECT:**

Public hearing and consideration of introduction of an ordinance rezoning approximately 0.69 acres of land located at the southeast corner of the intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District.

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**RECOMMENDATION:**

The Planning Commission and staff recommend that the City Council, after considering public testimony, introduce an ordinance rezoning the subject property.

**DISCUSSION:**

Background
On September 11, 2018, the Planning Commission adopted a resolution recommending to the City Council adoption of an ordinance rezoning the subject property to the PD-4500 (Planned Development) Zone District.

Rezone
The project parcel is proposed to be rezoned from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District. The parcel in question is part of the Grove's Neighborhood Plan. The neighborhood plan anticipated the rezoning of the parcel into the PD-4500 (Planned Development) Zone District. The proposed rezone would remedy the inconsistency between the current low density residential zoning, the Groves Neighborhood Plan and the General Plan's MD (Medium Density) land use designation.

Although the property is currently developed with a single family residential home, it is the property owner's intent to subdivide the property into five (5) parcels. The creation of the five parcels would be consistent with the Groves Neighborhood Plan. Approval of the proposed rezone would provide the required zoning necessary to implement the vision of the Neighborhood Plan and the General Plan.

General Plan Conformity

The proposed rezone from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District provides consistency with the MD (Medium Density) General Plan land use designation.

General Plan Goal CD-1 calls for "the City of Madera [to] require that all new development is well-planned and of the highest possible quality. The City will seek to build an image of Madera as a contemporary small city with vibrant, livable neighborhoods and walkable pedestrian -and bicycle- oriented development." Goals CD-2 expands that vision by requiring that "all new development shall adhere to the basic principles of high-quality urban design, architecture and landscape architecture." Although subsequent residential development is not currently proposed, the proposed rezoning will provide the foundation for future development consistent with the goals and policies of the General Plan.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The first of the four core vision statements in the Vision Plan is "a well-planned city". The Commission, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan.

**FISCAL IMPACT:**

None.

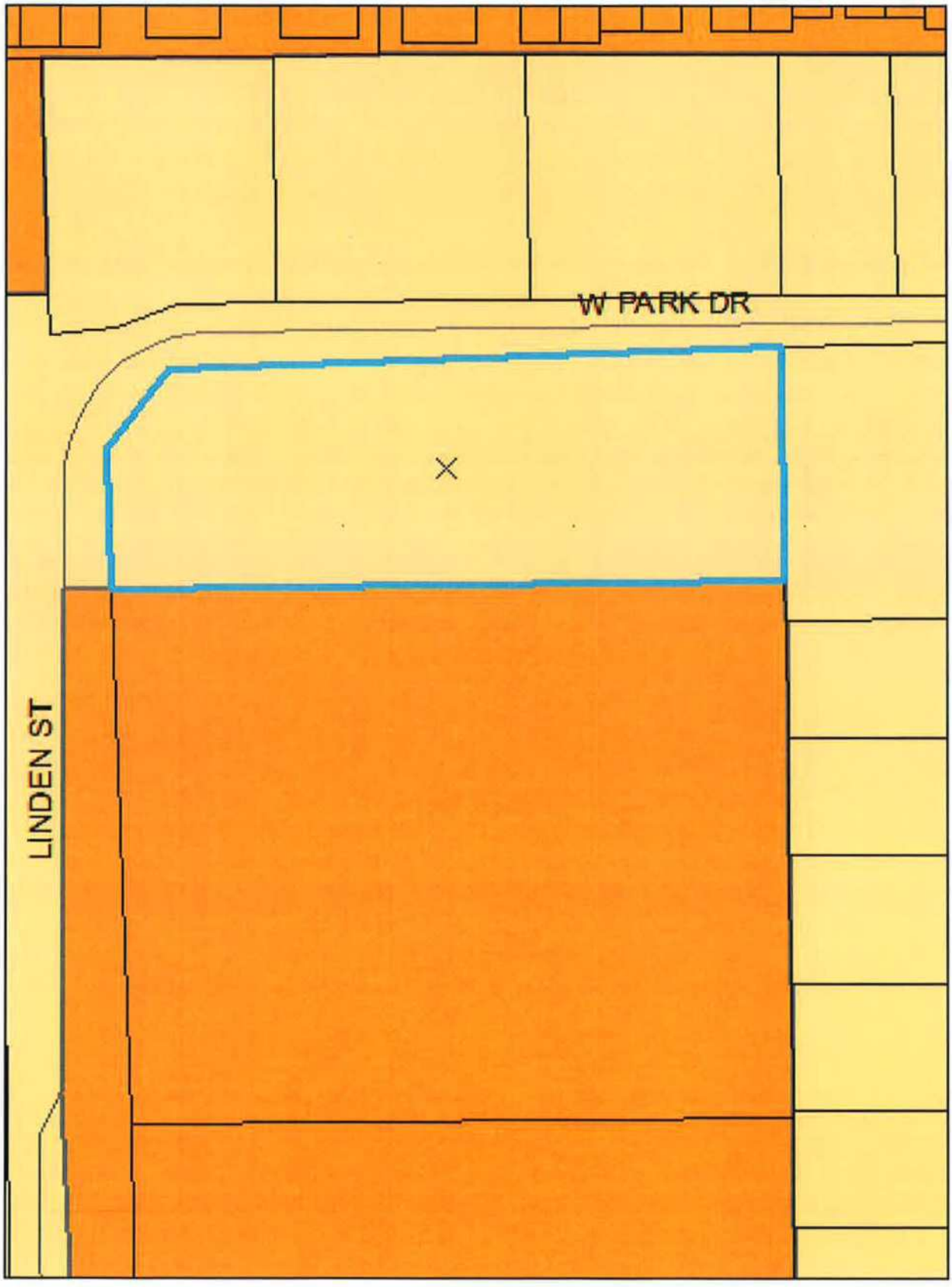
**REFERENCE MATERIALS:**

Aerial Map
General Plan Map
Zoning Map
Groves Neighborhood Plan Map
Planning Commission Resolution No. 1832
    Exhibit A - Zoning Map
Ordinance
    Exhibit A - Zoning Map

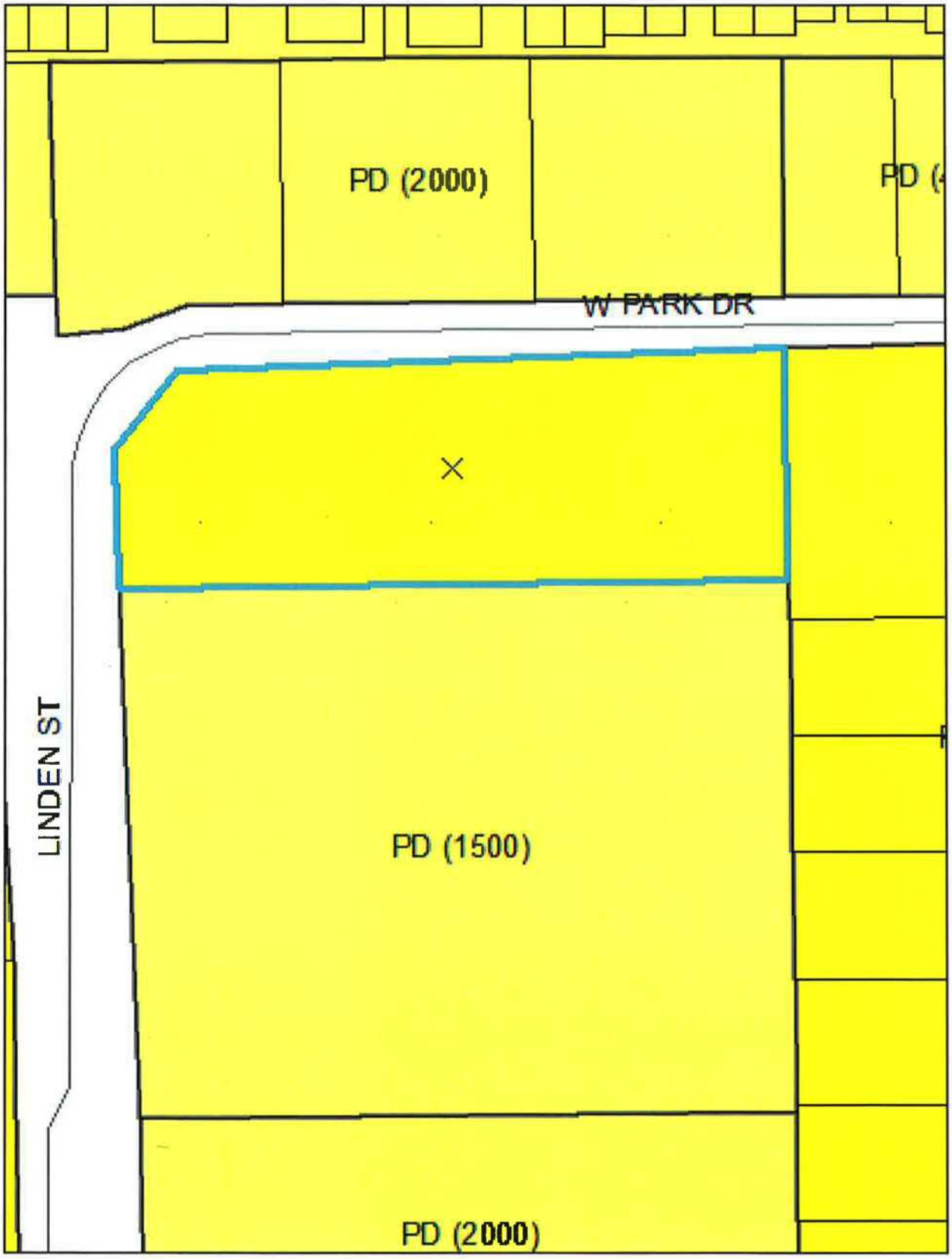
## Aerial Photo



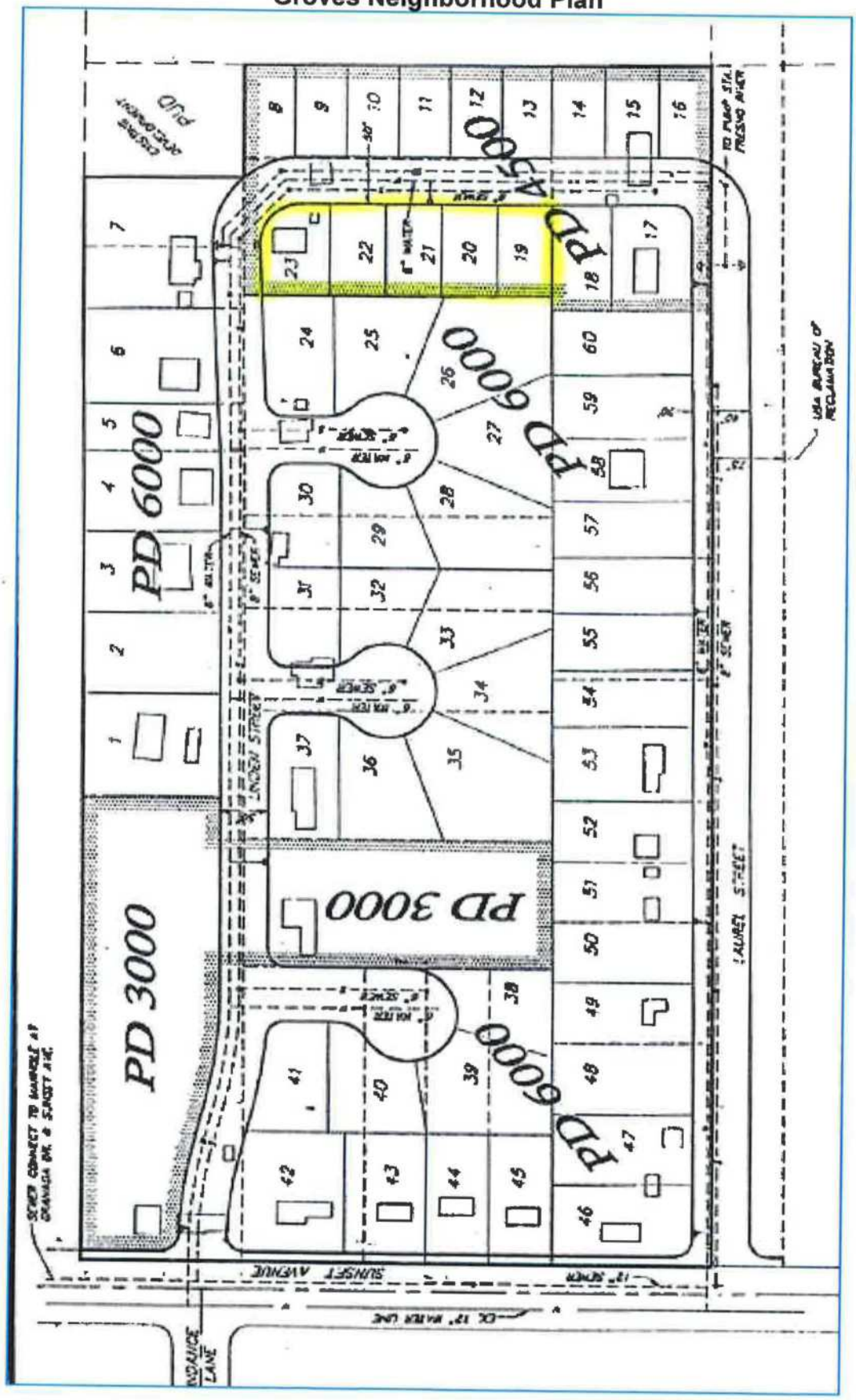
## General Plan Map



**Current Zoning Map**



## Groves Neighborhood Plan



**RESOLUTION NO. 1832**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING PROPERTY LOCATED AT 779 LINDEN STREET FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to rezone one parcel encompassing 29,959 square feet located at 779 Linden Street in the proximity of the intersection of Linden Street and West Park Drive, resulting in a change from the R1 (Low Density Residential) Zone District to the PD-4500 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed rezone will provide the required consistency between the Groves Neighborhood Plan, the General Plan and Zoning Ordinance; and

WHEREAS, the Rezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, an initial study and a negative declaration were adopted by the Planning Commission on October 19, 1997 in support of the Groves Neighborhood Plan, and the proposed rezone was anticipated within the Neighborhood Plan and analyzed as part of the 1997 environmental document; and

WHEREAS, the rezoning proposal was distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed

and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained therein, and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby recommends that proposed rezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.

3. The Planning Commission hereby recommends the City Council adopt the ordinance rezoning property show on the attached Exhibit A.

4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 11th day of September 2018, by the following vote:

AYES: Robert Gran Jr., Israel Cortes, Bruce Norton, Kenneth Hutchings, Pamela Tyler, Richard Broadhead
NOES: None

ABSTENTIONS: None

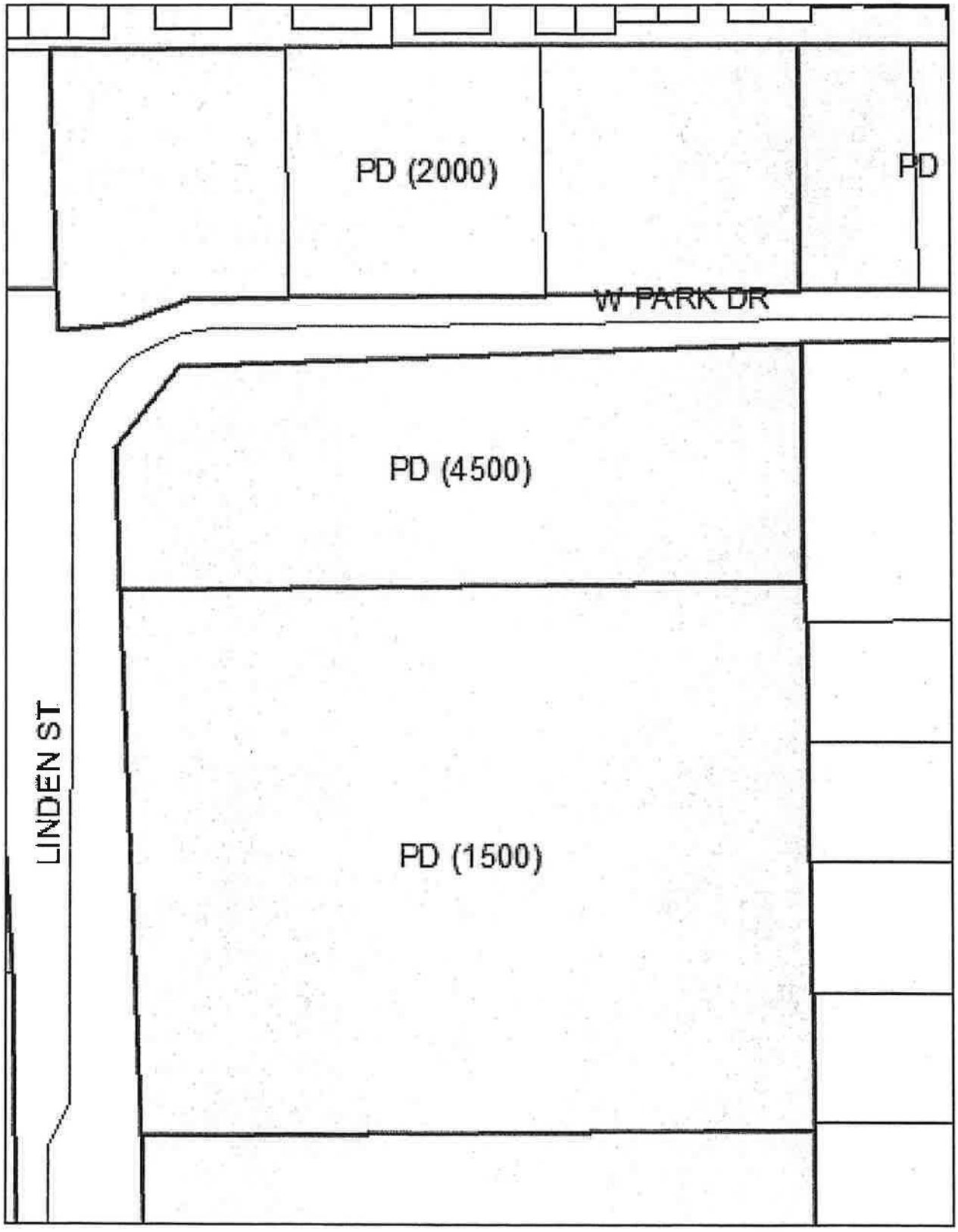
ABSENT: Jim DaSilva

Robert Gran, Jr.
City Planning Commission

Attest:

Christopher F. Boyle
Planning Manager

**PLANNING COMMISSION RESOLUTION NO. 1832**
**EXHIBIT 'A'**



**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.69 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LINDEN STREET AND WEST PARK DRIVE FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 4500 (PLANNED DEVELOPMENT) ZONE DISTRICT.

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN, THE GROVES NEIGHBORHOOD PLAN AND ZONING.

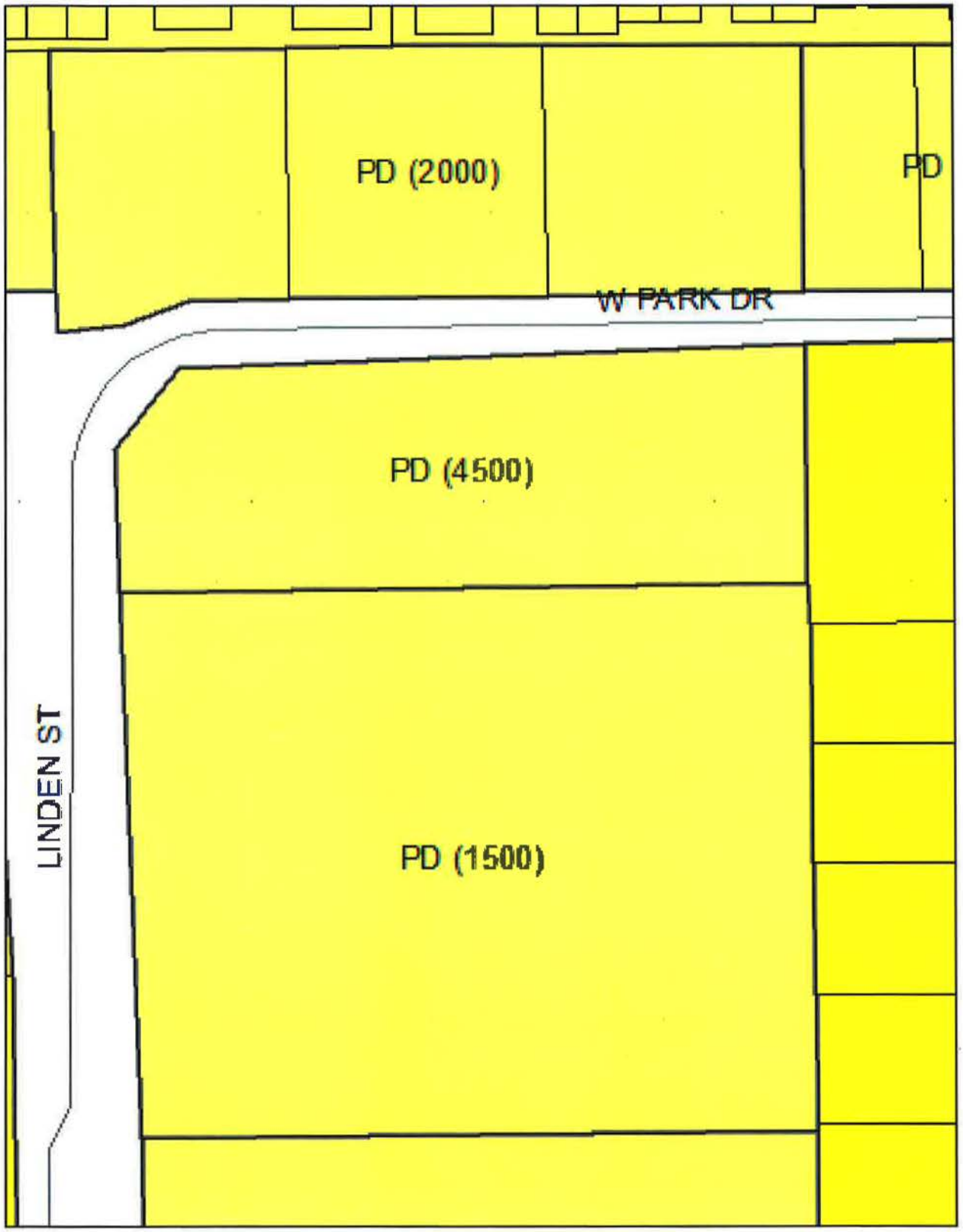
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

**EXHIBIT A**



Return to Agenda

COUNCIL MEETING OF:
November 7, 2018

AGENDA ITEM NUMBER:
C-5

# REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

For CITY ADMINISTRATOR

**SUBJECT:**

Public hearing and consideration of introduction of an ordinance prezoning approximately twenty acres located on the west side of Stadium Road south of its intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District.

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**RECOMMENDATION:**

The Planning Commission and staff recommend that the City Council, after considering public testimony, introduce an ordinance prezoning the subject property.

**DISCUSSION:**

Background
On October 9, 2018, the Planning Commission adopted a resolution recommending to the City Council adoption of an ordinance prezoning the subject property to the PD-6000 (Planned Development) Zone District. The ordinance prezoning the project site is a prerequisite to annexation into the City.

Rezone
The project site is currently outside of the City limits, within a county island. Current zoning on the project site is the county's AR-5 (Agricultural Rural – 5-acre) Zone District. The applicant, Joseph Crown, proposes to prezone the project site into the PD 6000 (Planned Development) Zone District in advance of an application for annexation into the City. Upon annexation, the applicant proposes to subdivide the property.

General Plan Conformance
The project site is located within the LD (Low Density) General Plan land use designation, which allows for low density residential development ranging from a minimum of 2.1 units per acre to a maximum of 7 units per acre. The proposed prezoning into the PD 6000 (Planned Development) Zone District is consistent with the LD (Low Density) General Plan land use designation.

Public Infrastructure

No development is proposed in conjunction with this prezoning. The area proposed for prezoning is adjacent to existing City infrastructure. Any future development proposal will include extensions of municipal infrastructure consistent with the City's existing Master Sewer, Water, Storm Drainage, and Transportation/Circulation Plans.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The first of the four vision statements, "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the aforementioned vision statement and Strategy 131, which envisions "well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities."

**FISCAL IMPACT:**

None.

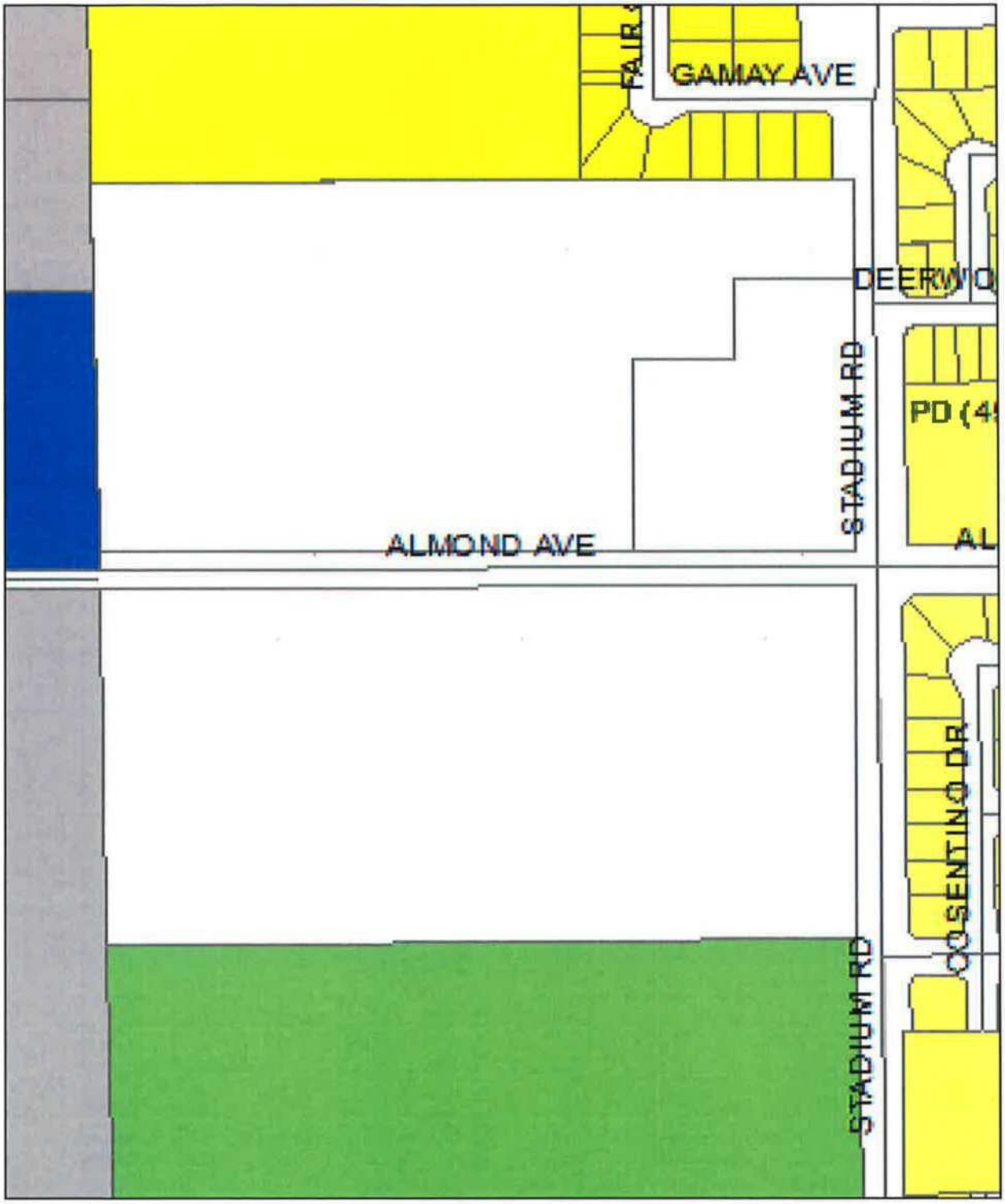
**REFERENCE MATERIALS:**

Aerial Map
Zoning Map
General Plan Map
Planning Commission Resolution No. 1834
    Exhibit A - Zoning Map
Ordinance
    Exhibit A - Zoning Map

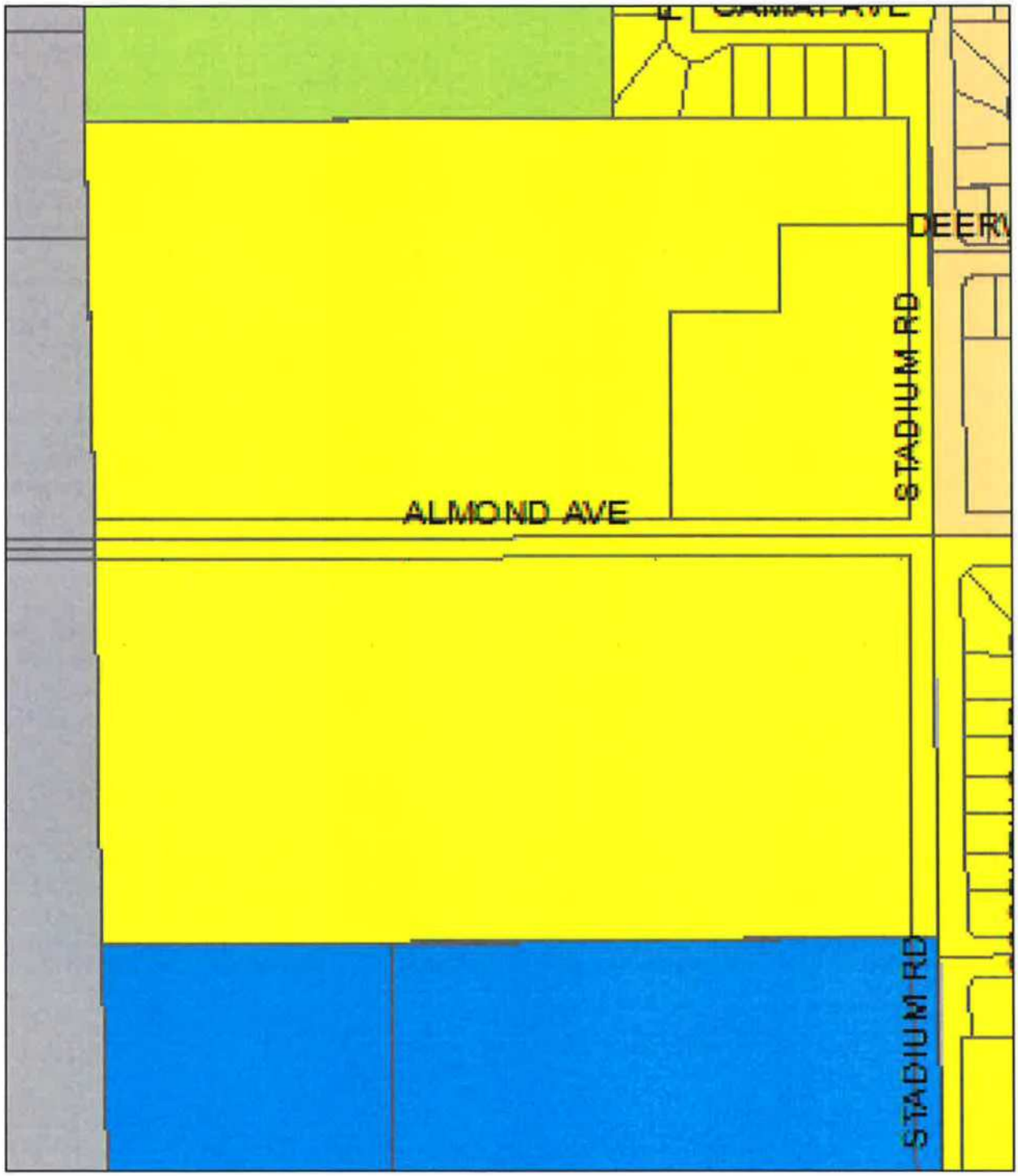
**Aerial Photo**



**Zoning Map**



**General Plan Map**



**RESOLUTION NO. 1834**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE PREZONING APPROXIMATELY 19.95 ACRES OF PROPERTY (APN: 034-070-011), LOCATED ON THE WEST SIDE OF STADIUM ROAD (ROAD 26 ½), SOUTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to prezone approximately 19.95 acres of property (APN: 034-070-011), located on the west side of Stadium Road (Road 26 ½), south of its intersection with Almond Avenue, to the PD 6000 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed prezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the prezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15319 (Annexations); and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information contained in the therein, and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby finds that proposed prezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.

3. The Planning Commission hereby recommends the City Council adopt an ordinance prezoning property as indicated on the attached Exhibit A.

4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 9th day of October 2018, by the following vote:

AYES: Bruce Norton, Pamela Tyler, Robert Gran Jr., Kenneth Hutchings, Richard Broadhead

NOES: None

ABSTENTIONS: None

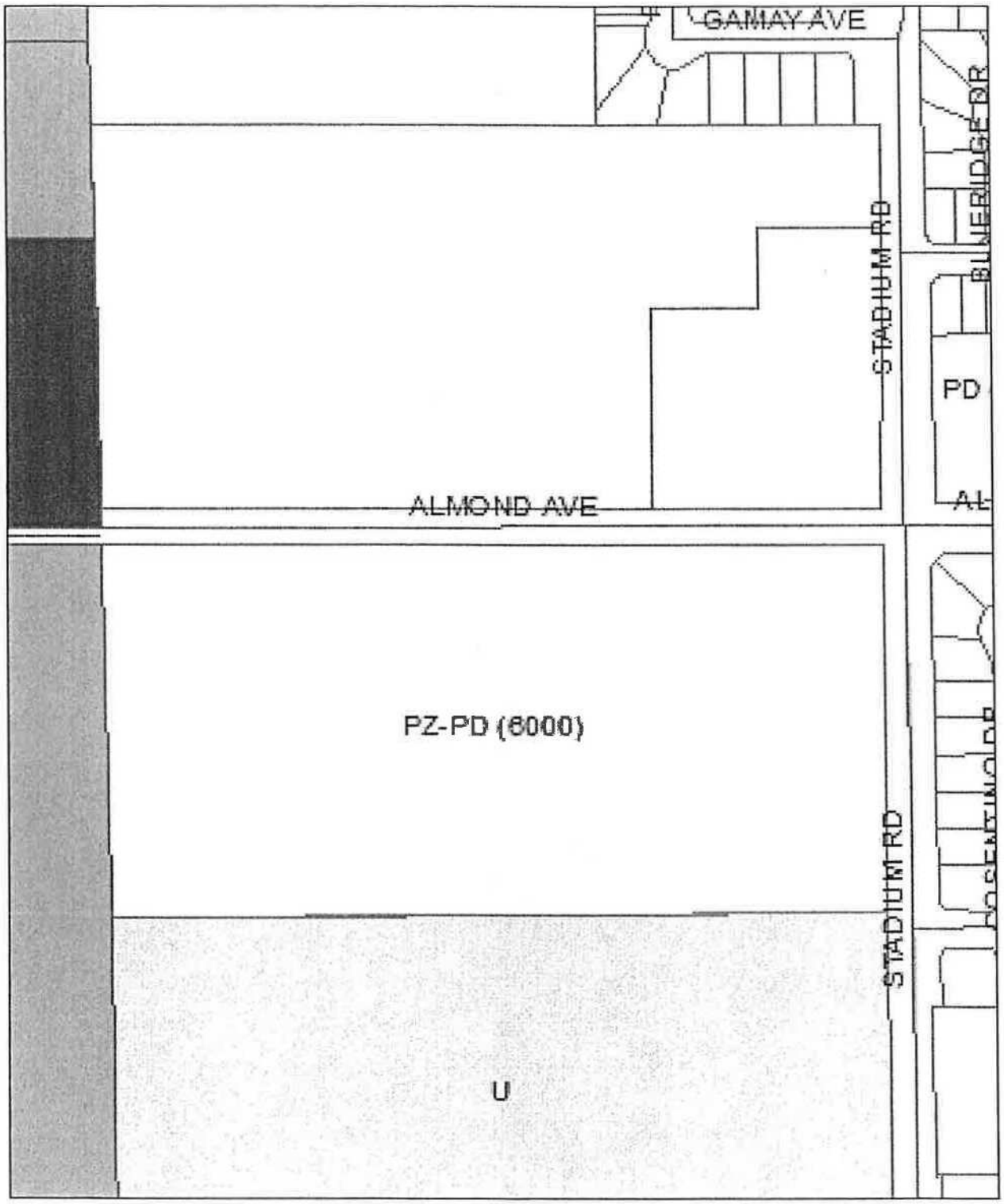
ABSENT: Israel Cortes

Robert Gran, Jr.
Planning Commission Chairperson

Attest:

Christopher F. Boyle
Planning Manager

**EXHIBIT 'A'**



**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 19.95 ACRES OF PROPERTY (APN: 034-070-011), LOCATED ON THE WEST SIDE OF STADIUM ROAD (ROAD 26 ½), SOUTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the prezoning of this property and have determined that the proposed prezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed prezoning is in the best interest of the City of Madera, and the Council hereby approves the prezoning based on the following findings:

FINDINGS:

1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

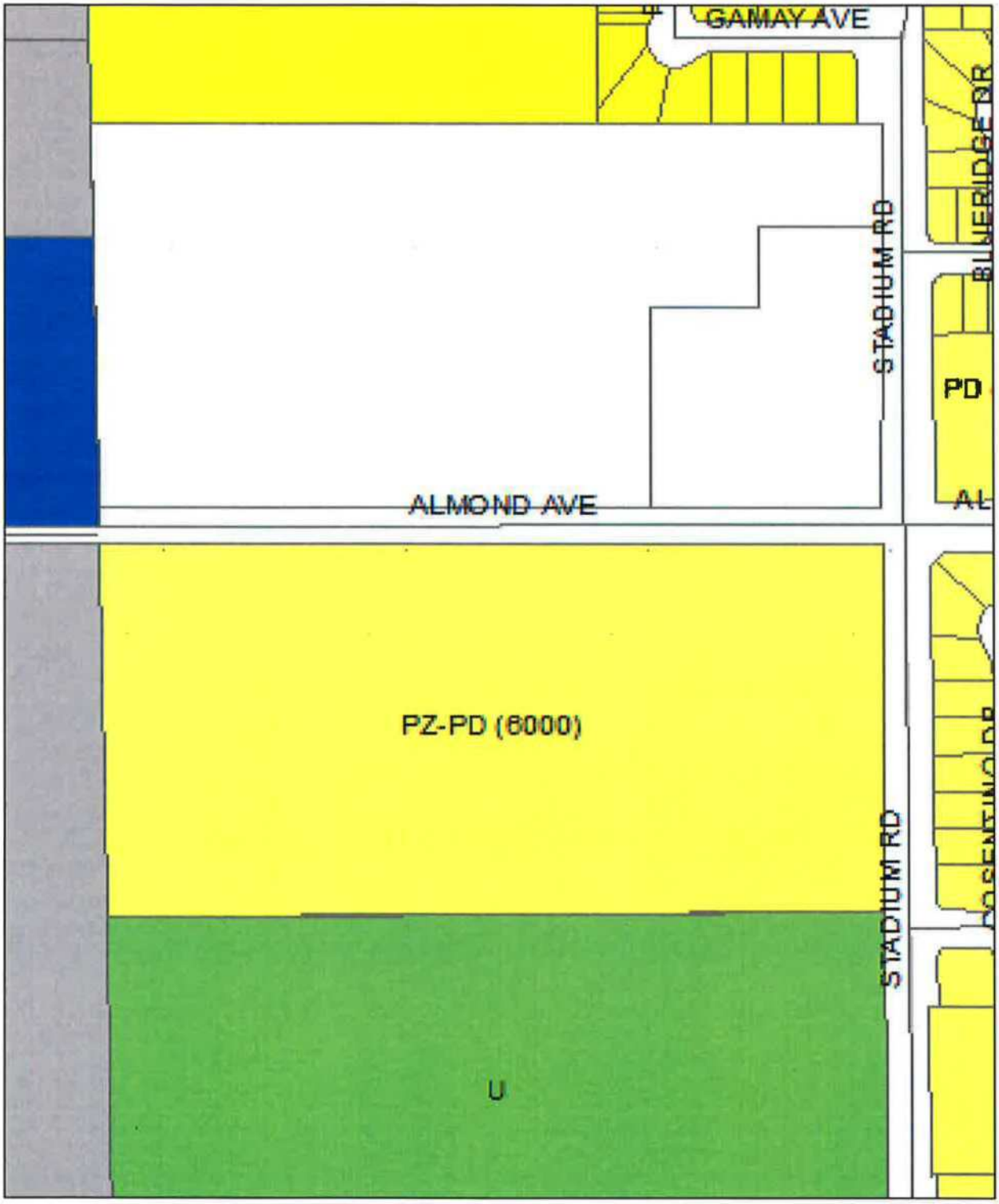
2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

**EXHIBIT A**



Return to Agenda

COUNCIL MEETING OF:
November 7, 2018

AGENDA ITEM NUMBER:
C-6

# REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

For CITY ADMINISTRATOR

**SUBJECT:**

Public hearing and consideration of introduction of an ordinance prezoning two parcels encompassing approximately 18.61 acres located on the west side of Stadium Road north of its intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District.

---

**RECOMMENDATION:**

The Planning Commission and staff recommend that the City Council, after considering public testimony, introduce an ordinance prezoning the subject property.

**DISCUSSION:**

Background
On October 9, 2018, the Planning Commission adopted a resolution recommending to the City Council adoption of an ordinance prezoning the subject property to the PD-6000 (Planned Development) Zone District. The ordinance prezoned the project site so that, if the Local Agency Formation Commission (LAFCO) required it to be included in an adjoining annexation request, the required prezoning would already be completed.

Rezone
The project site is currently outside of the City limits, within a county island. Current zoning on the project site is the county's RRS (Residential Rural Single Family) Zone District. The City proposes to prezone the project site into the PD 6000 (Planned Development) Zone District in order to enable an application for annexation into the City if annexation is required by LAFCO.

General Plan Conformance
The project site is located within the LD (Low Density) General Plan land use designation, which allows for low density residential development ranging from a minimum of 2.1 units per acre to a maximum of 7 units per acre. The proposed prezoning into the PD 6000 (Planned Development) Zone District is consistent with the LD (Low Density) General Plan land use designation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Action Items included within the vision statement, "A Well-Planned City," include "utiliz[ing] vacant land within City limits" (Action 101.5) and "Promot[ing] and encourage[ing] development and redevelopment of low- and moderate-cost housing." (Action 101.8). Approval of the rezone is specifically consistent with the vision statement and action items.

**FISCAL IMPACT:**

None.

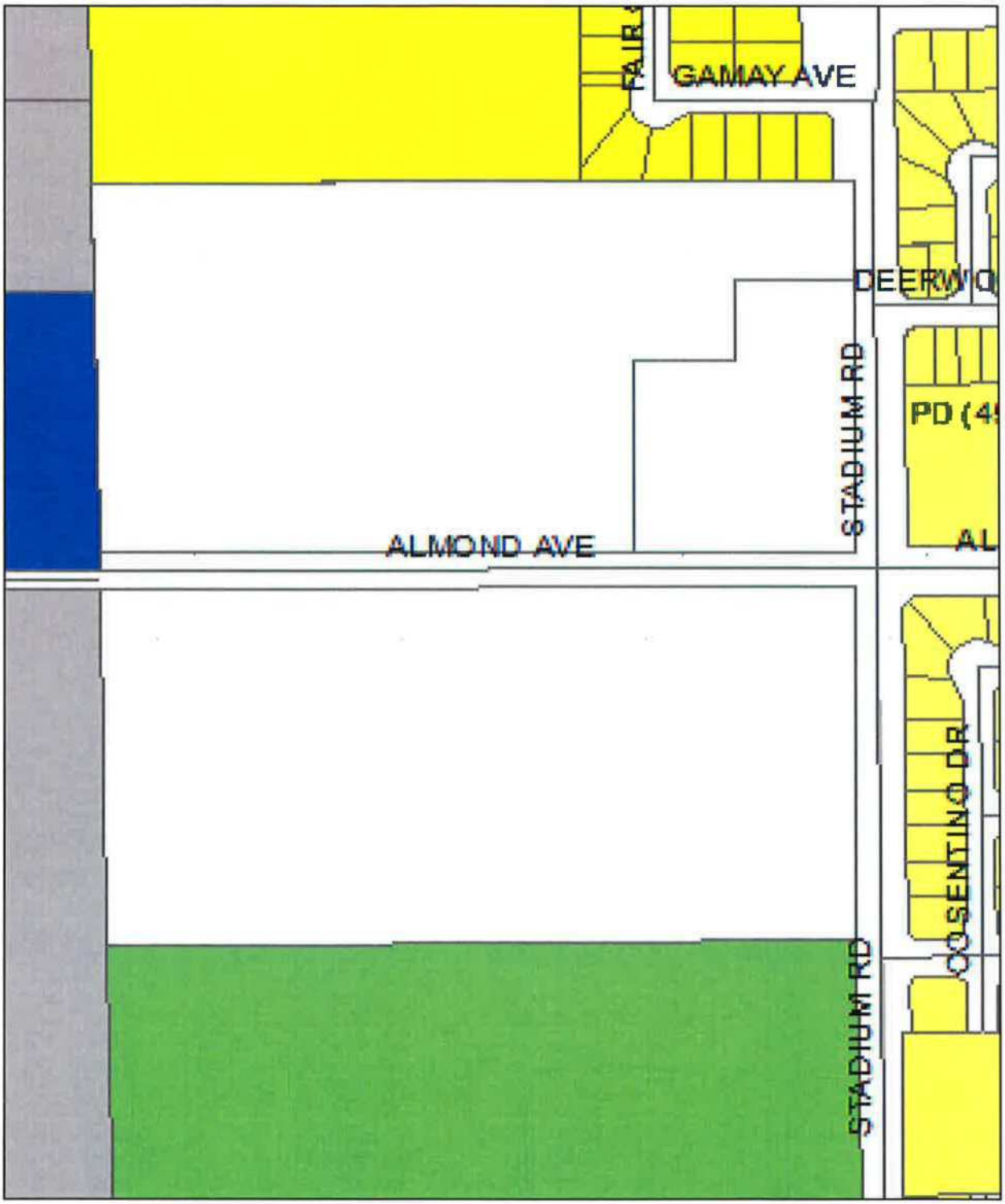
**REFERENCE MATERIALS:**

Aerial Map
Zoning Map
General Plan Map
Planning Commission Resolution No. 1835
    Exhibit A - Zoning Map
Ordinance
    Exhibit A - Zoning Map

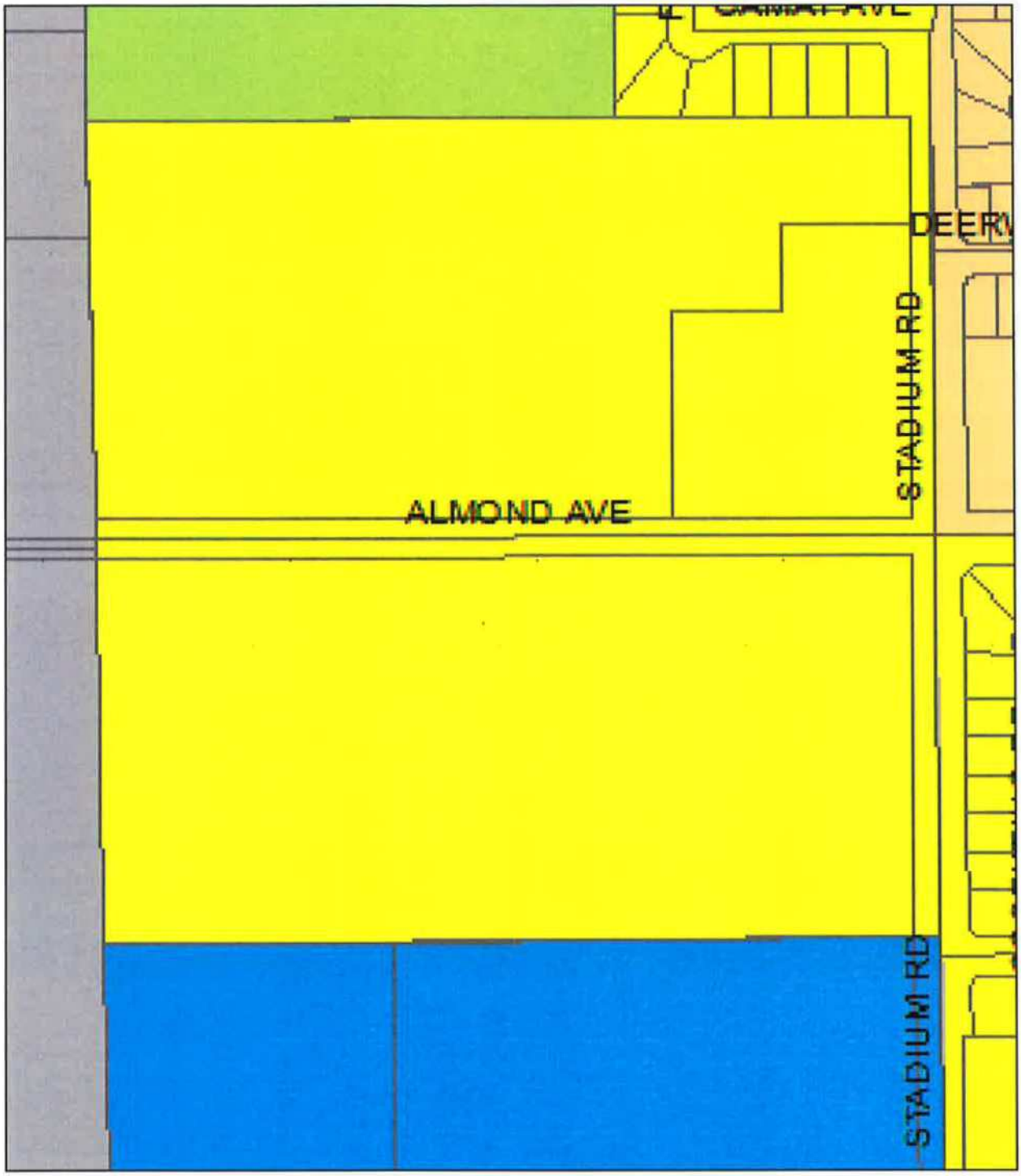
**Aerial Photo**



**Zoning Map**



**General Plan Map**



**RESOLUTION NO. 1835**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE PREZONING APPROXIMATELY 18.61 ACRES OF PROPERTY (APN: 034-070-067 AND 068), LOCATED ON THE WEST SIDE OF STADIUM ROAD, NORTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to prezone approximately 18.61 acres of property (APN: 034-070-067 and 068), located on the west side of Stadium Road, north of its intersection with Almond Avenue, to the PD 6000 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed prezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the prezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15319 (Annexations); and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information contained in the therein, and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby finds that proposed prezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.

3. The Planning Commission hereby recommends the City Council adopt an ordinance prezoning property as indicated on the attached Exhibit A.

4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 9th day of October 2018, by the following vote:

AYES: Bruce Norton, Pamela Tyler, Robert Gran Jr., Kenneth Hutchings, Richard Broadhead

NOES: None

ABSTENTIONS: None

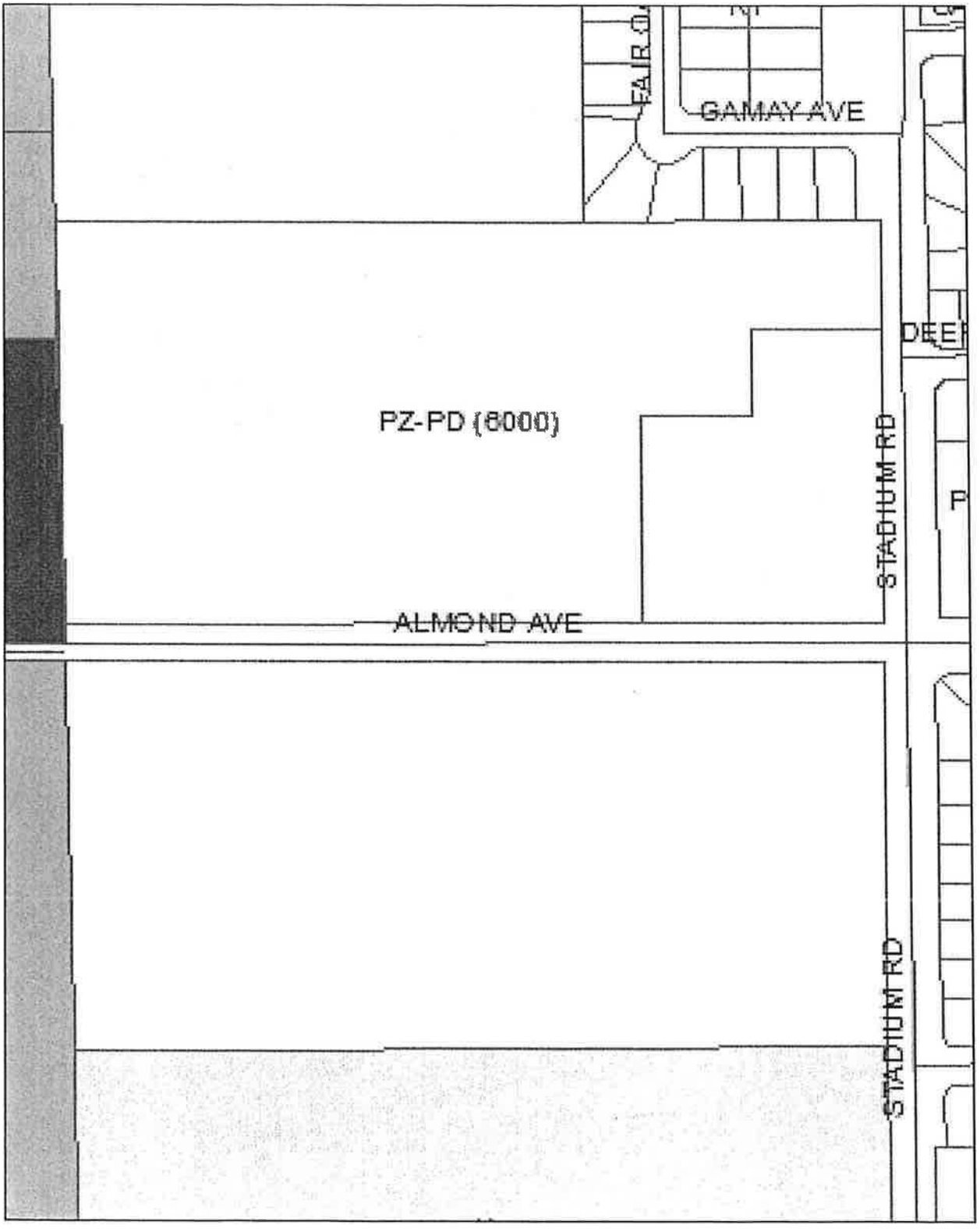
ABSENT: Israel Cortes

Robert Gran, Jr.
Planning Commission Chairperson

Attest:

Christopher F. Boyle
Planning Manager

**EXHIBIT 'A'**



**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 18.61 ACRES OF PROPERTY (APN: 034-070-067 AND 068), LOCATED ON THE WEST SIDE OF STADIUM ROAD, NORTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the prezoning of this property and have determined that the proposed prezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed prezoning is in the best interest of the City of Madera, and the Council hereby approves the prezoning based on the following findings:

FINDINGS:

1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

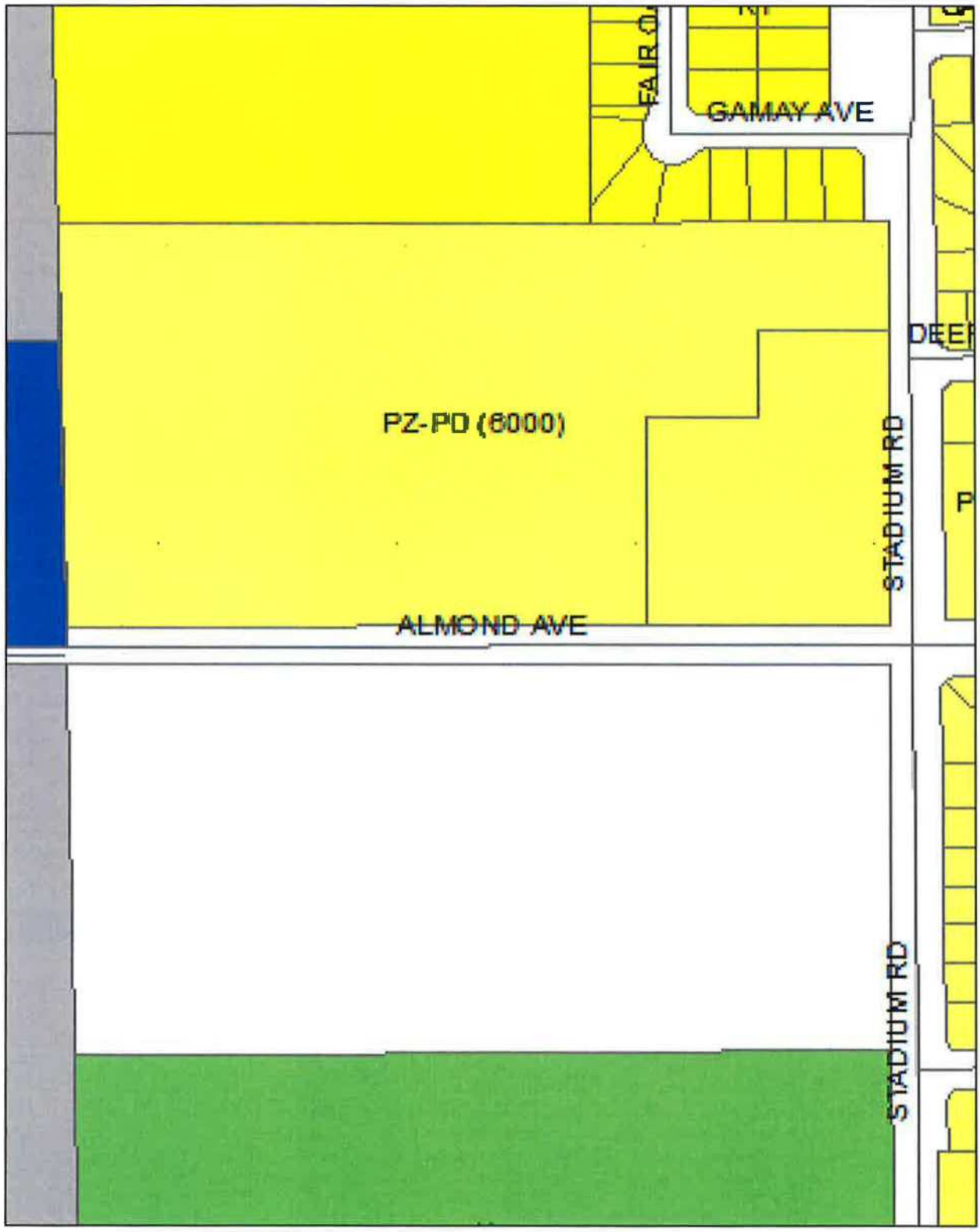
2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

**EXHIBIT A**



Return to Agenda

# REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of November 7, 2018

Agenda Item Number C-7

**SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RESOLUTION ESTABLISHING THE FORMATION OF RULE 20B UNDERGROUND UTILITY DISTRICT NO. 19 IN DESIGNATED REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE OLIVE AVENUE WIDENING PROJECT FROM GATEWAY DRIVE TO KNOX STREET**

## RECOMMENDATION:

After considering public testimony given at the public hearing, that the City Council approves Resolution No. 18-____:

1. Establishing the formation of Underground Utility District No. 19 within and adjacent to the Olive Avenue widening project between Gateway Drive and Knox Street.
2. Directing the City Clerk to notify all affected utilities and all persons owning real property within Underground Utility District No. 19 of the adoption of this Resolution within ten (10) days after the date of such adoption.

## SUMMARY:

At the regular meeting of October 17, 2018, City Council approved Resolution 18-205 setting a public hearing for November 7, 2018 at 6:00 PM to determine whether public interest and necessity, safety or welfare require the formation of Underground Utility District No. 19 associated with the Olive Avenue Widening Project. A Notice of Public Hearing was duly mailed to all affected property owners as shown on the last equalized assessment roll of the Madera County records.

## HISTORY:

The City Council in 1968, adopted an Ordinance providing for the City Council to call for public hearings to determine public necessity and requirements for formation of Underground Utility Districts (UUD). Whenever the Council creates an Underground Utility District, it shall be unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ, or operate poles, overhead wires, and associated overhead structures in the district except as may be required to continue to receive service until the underground work has been performed.

## SITUATION:

The Olive Avenue Widening Project (the "Project") will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street consistent with the adopted Plan Line. The Project will include a new UPRR crossing protection and signal, installation of traffic signals at the intersections of Olive Avenue at Roosevelt Street and Olive Avenue at Knox Street. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

Within the Project, there is a heavy concentration of overhead electrical, telephone and cable distribution facilities that need to be removed and/or be relocated. New utility services will be required for the new traffic signal(s), street lighting and irrigation facilities. Undergrounding the utilities in lieu of relocating poles that are in conflict is consistent with previously constructed projects on arterial streets connecting with collector streets. This practice is consistent with the following General Plan policy:

> *To improve the appearance of the City's commercial and residential neighborhoods, the City will require that all utility lines be placed underground in conjunction with new development projects, unless determined by the City to be infeasible. Additionally, the City will seek to place existing above-ground utility lines underground in the parts of the City which have been largely built-out.*

Examples include Pine Street and Pecan Avenue adjacent to Freedom Industrial Park, 4th Street from "K" to "I" Street prior to bridge widening project, and Ellis Street/Kennedy Street/Schnoor Avenue prior to construction of the Ellis Overcrossing.

For Rule 20B projects, the owner (City) pays the difference between completing an underground utility system and the costs to relocate the overhead facilities for the project. PG&E, AT&T, and Comcast will perform a Rule 20B design for undergrounding of their respective facilities required for the Olive Avenue Widening Project. The utility companies coordinate their efforts to place existing above ground facilities underground within a joint trench when feasible. Once the estimates are complete, each utility will prepare an aerial to underground conversion agreement establishing the costs for design reimbursement and the difference between completing an underground system and relocating the existing overhead facilities.

Upon completion of design and preparation of construction plans, the City will take the lead on construction of the underground conduits and vaults. Each utility will install their own wiring, transformers and associated equipment. City Engineering staff will coordinate with each property owner that may be affected by the conversion of above ground utilities to underground

utilities. The City will process a right-of-entry for any work on private property. The work will include trenching for each customer's underground electrical service to connect the underground utilities to their electrical service panel. Property owners would only incur costs if they choose to upgrade their service in conjunction with the conversion or if the existing service is currently out of code and a safety hazard.

Projected costs to underground the utilities within the road widening segment and also in front of Sierra Vista School have been included in the project budget.

*Environmental Clearance*
In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

## FINANCIAL IMPACT:

The Pacific Gas & Electric, (PG&E) Electric Rule 20B Program requires that the City fund the cost for design and construction. The City may receive a cost contribution for a portion of the design costs (associated with the cost to design a relocation versus underground) and will receive a credit for avoidance to relocate poles expense. The cost of the UUD cannot be determined until the design has been completed. The estimated cost is in the range of $600,000 to $1,000,000 and is included in the Project Budget.

There will be no impact to the City's General Fund for the design and construction costs for the Utility Underground District.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

**Action 126** – The project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing. The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

# RESOLUTION 18-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING THE FORMATION OF RULE 20B UNDERGROUND UTILITY DISTRICT NO. 19 IN DESIGNATED REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE OLIVE AVENUE WIDENING PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET**

**WHEREAS,** Chapter 8 of Title III of the Madera Municipal Code establishes a procedure for the creation of underground utility districts, including the calling of a public hearing to ascertain whether public interest and necessity, health, safety or welfare require the formation of such underground utility district; and

**WHEREAS,** on October 17, 2018, the City Council of the City of Madera adopted Resolution No. 18-205 entitled, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA SETTING A PUBLIC HEARING TO DETERMINE WHETHER THE PUBLIC INTEREST AND NECESSITY, SAFETY OR WELFARE REQUIRE THE FORMATION OF RULE 20B UNDERGROUND UTILITY DISTRICT NO. 19 IN DESIGNATED REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE OLIVE AVENUE WIDENING PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET', which hearing was set for Wednesday, November 7, 2018 at the hour of 6:00 PM in the Council Chambers of the City Hall in Madera, California; and

**WHEREAS**, notice of such hearing has been given to all affected property owners as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law; and

**WHEREAS**, such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council finds and determines that the public necessity, health, safety and welfare require the removal of poles, overhead wires and associated structures, and the underground installations of wires and facilities for supplying electric, communication or similar or associated service on all of the real property described as: Real property in the City of Madera more particularly depicted on the attached

Exhibit "A" drawing located IN DESIGNATED REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE OLIVE AVENUE WIDENING PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET

3. The City Council finds and determines that the undergrounding referred to is in the general public interest for the reasons that such undergrounding will avoid and eliminate an unusually heavy concentration of overhead distribution facilities, and the streets and/ or roads mentioned in the description attached hereto are extensively used by the general public and carry a heavy volume of pedestrian and vehicular traffic.

4. The area described above is hereby established as an underground utility district and designated as City of Madera Underground Utility District No. 19 attached hereto marked Exhibit 'A' and incorporated herein as a part of this Resolution is a map delineating the boundaries of said district.

5. The City Council does hereby fix October 1, 2019 as the date on or before which affected property owners must be ready to receive underground service and does hereby order the removal of all poles, overhead wires and facilities for supplying electric, communication or similar or associated service within said Underground Utility District No. 19 on or before October 1, 2019.

6. The City Clerk is hereby authorized and directed to notify all affected utilities and all persons owning real property within Underground Utility District No. 19 of the adoption of this Resolution within ten (10) days after the date of such adoption.

7. The City Clerk shall further notify said property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication or other similar or associated service, they or such occupant shall by the date fixed in this Resolution allow for modifications and conversion of such service, from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities on file with the Public Utilities Commission of the State of California. Such notifications shall be made by mailing a copy of this Resolution to affected property owners as such as shown on the last equalized assessment roll and to the affected utilities together with a copy of Chapter 8 of Title III of the Madera Municipal Code.

8. This resolution is effective immediately upon adoption.

**********

# EXHIBIT "A"

## CITY OF MADERA
## UNDERGROUND UTILITY
## DISTRICT # 19




**LEGEND:**

- LOT LINES
- DISTRICT BOUNDARY
- 1 LOT NUMBERS

| ID | APN | OWNER | ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|---|---|---|
| 1 | 011-182-002-000 | ALLEN STEPHEN J | [redacted] | | | |
| 2 | 011-252-001-000 | UNION PACIFIC RAILROAD | | | | |
| 3 | 011-201-002-000 | UNION PACIFIC RAILROAD | | | | |
| 4 | 011-201-001-000 | UNION PACIFIC RAILROAD | | | | |
| 5 | 011-201-003-000 | CITY OF MADERA | | | | |
| 6 | 011-203-005-000 | NUNEZ FRANCISCO & CARO MARTHA LEON | | | | |
| 7 | 011-271-001-000 | MADERA SCHOOL DISTRICT | | | | |
| 8 | 011-330-002-000 | CASTILLO BERNABE ETAL | | | | |
| 9 | 011-330-003-000 | CASTILLO BERNABE ETAL | | | | |
| 10 | 011-300-011-000 | GONZALEZ JUAN & BEATRICE TRUSTEE | | | | |
| 11 | 011-300-010-000 | SJR LLC | | | | |
| 12 | 011-300-002-000 | UNION PACIFIC RAILROAD | | | | |
| 13 | 011-300-001-000 | J W MYERS INC | | | | |

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# REPORT TO THE CITY COUNCIL

**COUNCIL MEETING OF November 7, 2018**

**AGENDA ITEM NUMBER** C-8

**APPROVED BY**

**GRANTS ADMINISTRATOR**

**FOR CITY ADMINISTRATOR**

**SUBJECT:**

**CONSIDERATION OF: 1) A RESOLUTION APPROVING A 3-YEAR AGREEMENT WITH TWO OPTIONAL ONE-YEAR EXTENSIONS FOR CITY OF MADERA TRANSIT SERVICES TO MV PUBLIC TRANSPORTATION, INC., FOR A TOTAL PRICE NOT TO EXCEED $7,257,301 AND 2) A RESOLUTION APPROVING A LEASE AGREEMENT WITH MV PUBLIC TRANSPORTATION, INC. FOR PROPERTY AT THE INTERMODAL BUILDING, AND AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

**RECOMMENDATION:**

Staff with advisement of the Request for Proposal (RFP) Source Selection Committee (SSC), recommends that Council approve a resolution authorizing the Mayor to execute an agreement with MV Public Transportation, Inc. (MV) for operation of Madera Transit Division transit services. The contract will provide for fixed route and Dial-a-Ride (DAR) transit services with a contract period of November 9, 2018 through June 30, 2021 with the option for two one-year extensions. Upon approval and following a 30-day transition period, MV would assume operations of Madera transit services on December 15, 2018. As the City's contracted transit operator is required to lease the intermodal facility as their primary location to manage transit operations, staff also recommends Council simultaneously approve a facility lease agreement December 15, 2018 through June 30, 2021 with MV to facilitate an efficient transition and start-up.

**DISCUSSION:**

With concerns over declines in ridership, poor on-time performance, continued customer complaints of repeated service issues, and the lack of care by the current operator of the City's fleet of buses, City staff strategized how to improve operations under the current contract. In July 2017, City approved the first of two one-year extensions of the contract award. Despite a renewed effort and focus by First Transit to improve customer service, including an assessment and onsite training by First Transit's corporate staff, six months into the extension, the contracted scope of work was not being met including the lack of

implementation of a technology system for Dial-A-Ride representing a loss staff valued at $40,000 a year or over $200,000 over the course of the full 5-year term. To this end, Madera Transit Division prepared to conduct a Request for Proposal (RFP) process for transit services. RFP #201718-10 was released on May 30, 2018. The City of Madera received two proposals including one by the current provider, First Transit, Inc. (FT), and a second provider MV Public Transportation Inc. (MV). The two proposals received by the City were evaluated at length, thorough interviews were conducted, and because of that process staff is recommending that Council award the contract for management of transit operations to MV.

*Proposal Process*

In accordance with the Federal Transit Administration (FTA) Best Practices Procurement Manual, this RFP process employed the "best value" approach which was defined in the RFP as follows.

> *"Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that recipient may acquire technical superiority even if it must pay a premium price."*

The "best value" approach allows the consideration of other factors in addition to pricing and does not require an award to the lowest bidder. Two proposals were received by the City of Madera. The proposers were FT, the City's current contractor, and MV. In keeping with the "best value" approach, proposals were evaluated based upon the criteria specified on pages 29-32 of the RFP (Attachment A) which is discussed below.

*Evaluation Process and Recommendation*

The evaluation process carried out to derive at a recommendation was extensive and thoroughly vetted to ensure compliance with all applicable regulations and City policies. It involved the participation of various City staff as well as local agency transit representatives, and a transit consultant. This collaboration allowed the opportunity for expertise in multiple areas to come together to evaluate and decide on which contractor would offer technical superiority in the area of transit operations for City of Madera.

The two Proposals underwent an initial review, which included a non-scoring review by:

- Wendy Silva, Human Resources Director, City of Madera - Technical Review and Develop list of Questions

Additionally, a Technically Scored review was completed by:

- Moore & Associates Public Transportation Consulting, Valencia CA - Technical Review and Develop list of Questions

Then, both contractors were invited to an interview with a formed Source Selection Committee, consisting of staff and local transit agency representatives. The Source Selection Committee included the following representatives:

- Troy McNeil, Fiscal Supervisor, Madera County Transportation Commission
- Ellen Moy, Consultant, Madera County

- Robin Roman, Transit Coordinator/Admin., City of Chowchilla
- Ivette Iraheta, Grants Administrator, City of Madera
- Debra McKenzie, Program Manager – Grants, City of Madera
- Randy Collin, Fleet Manager, City of Madera

The 90-minute interviews were an opportunity for each contractor to answer clarifying questions about their proposals and to provide a presentation on their individual contract approach. Based on a combination of the written proposals submitted and each contractor's performance in their respective interviews, the committee members submitted their individual scoring of each contractor. The individual scores were combined into averages for each category and a summary of the possible scores and proposal ratings actually received is shown below in Table 1: Summary of Technical Scoring for RFP#201718-10. Based on scoring in Table 1, the clear recommendation resulting from the technical evaluation of proposals is an award to MV.

**Table 1**
**Summary of Technical Scoring for RFP#201718-10**

| Evaluation Criteria | Possible | First Transit Average | MV Average |
|---|---|---|---|
| **1. Qualifications and Key Personnel**<br>Corporate Qualifications; Key Personnel Qualifications; Key Personnel Experience; Overall financial strength and financial stability of company; insurance and risk assessment | 10 | 8 | 8.5 |
| **2. Past Performance**<br>Scope Relevancy; Magnitude Relevancy; Complexities Relevancy | 10 | 7.1 | 8.2 |
| **3. Technical Approach**<br>General Approach; Organizational fit to Madera operations; Demonstrated successful experience in similar projects; Demonstrated reporting capability and software (including review of sample reports provided); Capacity and technical expertise available for current/potential enhancements – transit onboard vehicle video surveillance, dispatching methodology and appropriate software, MAX fixed-route operational plan and Fixed-route configuration, DAR operational plan, ADA Complementary Paratransit Services Plan, Marketing and public information dissemination | 25 | 19.2 | 20.9 |
| **4. Productivity Commitment**<br>Productive/Revenue Hours Worked per Vehicle Operator; DAR Revenue Passengers per revenue Hour | 10 | 7.1 | 7.6 |
| **5. Training, Safety, and Regulatory Compliance**<br>Training Plan and Programs: Drivers, Dispatchers, and Management; Operator Rule Books; Emergency Management Plan; Safety and Security Programs and Plans; Civil Rights Program; Demonstrated commitment to customer service | 20 | 16.2 | 16.8 |
| **6. Labor Code Compliance**<br>Commitment to equitable labor management | 10 | 9.7 | 10 |
| | | | |
| **CA Labor Code 1070 preference points** | 10 | 10 | 10 |
| **GRAND TOTAL** | **95** | 77.3 | **82** |

First Transit

The scoring of FT's proposal reflects a lack of demonstrating achievable deliverables as part of their identified training plan or to illustrate success through past performance in operations of comparable size and magnitude to Madera. Most work presented was from agencies much larger or with much larger budgets than Madera. While FT did propose an additional management staff position of Operations Manager of Madera and follow through of support by FT corporate staff, the proposal did not make a strong specific case that verified outcomes would be the result. FT's proposal emphasized accolades and awards from the industry to illustrate their competence and abilities as a transit service provider; however, the trickle down of this recognition to its employees was less noticeable in what was presented.

MV's technical proposal presented a stronger case addressing the RFP's key criteria and the scoring of their proposal, slightly higher than FT, reflects this. MV provided a more specific training plan, hiring plan, and attention to detail the RFP required. MV also offered a strong team of corporate support and unique characteristics supportive specifically of Madera, which included a Madera resident on MV's senior management team. The State Director of Safety and Training, Jermaine Johnson, not only provides direct access to corporate resources, but serves as an MV employee with a vested interest in seeing the best services within the community he calls home. Further the proposed General Manager, Annie Self, has experience with rural/urban communities and is a Transportation Safety Institute (TSI) Certified Trainer: a great advantage to have locally. MV was not only the lowest bidder but presented a better focus on the City's desire for improved result-oriented and evaluated comprehensive training.

MV's proposal also emphasized employee recognition and positive reinforcement as part of its motivational awards and incentives series or programs. Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program for MV. MV also prioritizes safety and security as a critical component of their operation by creating fun, safety-focused team-building activities throughout the calendar year. Competitions, contests, raffles, and parties bring their team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

*Cost Proposal*

After the technical scoring was submitted by all committee members, the cost proposals were opened. The "best value" procurement model being used for this RFP allows the award of a contract to the responsible firm whose proposal is most advantageous to the program with price being only one aspect of the evaluation factors considered. A summary of the pricing submitted by each contractor is shown below in Table 2: Total Cost Proposal RFP#201718-10. FT is the higher priced option, further supporting staff recommendations to secure services with MV.

| Table 2 – Total Cost Proposal | | | |
|---|---|---|---|
| **Year** | MV TRANSPORTATION, INC | First Transit | **Difference** |
| 1* | $1,218,011 | $1,251,980 | 33,969 |
| 2 | 1,592,198 | 1,702,723 | 110,525 |
| 3 | 1,624,042 | 1,736,708 | 112,666 |
| 4** | 1,656,523 | 1,771,399 | 114,876 |
| 5** | 1,689,654 | 1,806,895 | 117,241 |
| 5-year total | $7,780,428[1] | $8,269,705 | $ 489,277 |

* Year one represents 8 months
** Years 4 and 5 are optional extensions

Upon receiving MV's initial Cost Proposal, City staff began negotiations with MV representatives. After a series of clarifications on the details of the cost proposal and devising strategies that would yield cost savings, a mutually agreeable final cost proposal was achieved. The final negotiated and approved Cost Proposal with MV totals $3,835,500 for the 3-year contract and $7,257,301 for the full five-year period if the two 1-year optional extensions are exercised.

*Transition Process*

The recommended award would be executed upon Council approval, provide for a minimum 30-day transition period terminating with MV beginning operations for the City on December 15, 2018. New features on contract: productivity commitments, a written/monitored training plan, Road Supervisor position, and implementation of on-board technology systems for safety and driver training.

City has contracted with FT for over 23 years to manage its transit operations. The first contract began in 1995. Upon approval of a new operator, staff anticipates the need for a concerted effort in fostering a seamless and efficient transition. As can be expected current employees of FT are concerned for their jobs and unsure of what working for a new operator will bring. With guidance on transition best practices from other central valley transit operators, staff is developing an internal transition "punch list" to be ready November 9 that will outline, monitor and track key aspects of bringing on a new operator. This includes everything from securing City data, passwords, and keys for vehicles as well as the Intermodal facility doors and gates to conversations with MV that foster a smooth changeover in employee labor oversight that meets both Federal Transit Administration and California Labor Code requirements. It should be noted that both FT and MV have worked together transitioning from one operator to another

[1] MV's proposal included $78,024 in start-up costs not included in the analysis as that would provide a disadvantage to any incoming transit operator; however, had staff accounted for the costs, MV's proposal would still have been less than First Transit by $411,253

in other communities and have presented a congenial attitude toward making this transition come out as a win-win for all with the passenger being at the forefront.

The RFP includes a requirement that MV occupy office space at the Madera Intermodal Facility. Dispatching, driver scheduling, ticket and monthly pass sales as well as general management functions are based at the Intermodal Facility. The Contractor's leased office space at the Intermodal Facility is approximately 960 square feet. The duration of the Contractor's Intermodal lease is for the same period that Contractor manages and operates transit services for the City. Greyhound, Inc. and Madera Cab Company also lease office space at the Intermodal Facility. The lease term for MV would begin on December 15, 2018 and conclude on June 30, 2021.

**FINANCIAL IMPACT:**

There are no estimated expenses to the City's General Fund. All contracted expenses are paid using Federal Transportation Administration (FTA) and Transportation Development Act (TDA) Funds and included in the FY 2017-18 and FY 2018-19 budgets. On October 1, 2017, City of Madera received two FTA awards: 1) $4,301,298 in operating assistance for transit services through June 30, 2020. This award includes $2,150,269 in FTA funds and $2,150,649 in local matching funds that are claimed against TDA funds. An additional FTA award specific to the fixed-route expansion to Madera Community College Center (MCCC) using $60,900 in FTA awarded funds and $30,000 in local match dollars from MCCC has also been budgeted for use of this contract. A signed MOU has been received from MCCC and staff anticipate bringing it forward at a future meeting. These funds, combined, are anticipated to cover the first three years of the contract with MV, including start-up costs in year one.

Each year, FTA authorizes an Apportionment available to Urbanized Areas to utilize for transit services. For federal fiscal year 2018 the Apportionment for the City of Madera is $2,083,178. These funds are allocated to the City and made available via non-competitive application.

While the estimated contract will represent an increase as compared to obligating the second two-year extension to FT, the City was under no obligation to execute the option. FT had expressed to the City the desire to renegotiate the current contract and add additional supervisory/management staff at additional cost that would likely have been within range of staff's independent cost estimate of other central valley transit systems, which estimated a cost increase of 15%.

The negotiated lease with MV requires the Lessee to pay all building, internal janitorial and utility costs to operate the office and bus dispatch. There is no expense to the City's General Fund. The lease will not generate income, because it has been the practice of City to establish a monthly fee for leasing the Intermodal, and the Contractor budgeted this as an operating expense to the contract, the fee was in turn charged to the City by the Contractor. Thus, City did not yield revenue from the Lease Agreement. The lease will not impact the General Fund because this activity falls exclusively within the transportation budgets.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

The projects and programs discussed in this report advance Strategy 121 of the City of Madera Vision 2025 Plan because it supports the development of a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**RESOLUTION NO. 2018 -_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA PROVIDING A 3-YEAR AGREEMENT WITH TWO OPTIONAL ONE-YEAR EXTENSIONS FOR CITY OF MADERA TRANSIT SERVICES TO MV PUBLIC TRANSPORTATION, INC., FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $7,257,301**

**WHEREAS,** the City of Madera ("City") provides the Madera Transit Services for fixed-route and demand-response services to City and County residents; and

**WHEREAS**, MV Public Transportation, Inc. (MV) is a recognized national provider of transit services; and,

**WHEREAS**, after advertisement and completion of a competitive purchasing process, the City has determined that MV has submitted the best overall proposal to provide transit services to residents for the period of December 15, 2018 through June 30, 2021 providing options for two one-year extensions; and

**WHEREAS**, the City and MV desire to enter into an agreement wherein MV agrees to provide transit services to the City and County of Madera.

**THE COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:**

1. The above recitals are true and correct.
2. The Agreement for Management and Operation of Madera Transit Services with MV Public Transportation, Inc., a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately.

**RESOLUTION NO. 2018 -_____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT WITH MV PUBLIC TRANSPORTATION, INC. FOR USE OF OFFICE SPACE AT THE INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS**

**WHEREAS,** the Council of the City of Madera and MV Public Transportation, Inc. (MV) have agreed to execute a contract for the provision of transit services through June 30, 2021 based on a competitive bidding process; and

**WHEREAS,** consistent with the terms of the Agreement for Management and Operation of Madera Transit Services, MV is required to occupy space at the City's intermodal facility to provide such services; and

**WHEREAS,** the City and MV have negotiated a Lease Agreement that is amenable to both parties.

**THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. The proposed Lease Agreement between the City of Madera and MV is approved.
3. The Mayor of the City of Madera is authorized to execute the Lease Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

**********

# FY 2019 – 2021
# AGREEMENT FOR MANAGEMENT AND OPERATION
# OF
# MADERA TRANSIT SERVICES

This Agreement made and entered into this ___day of _____ 2018 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "CITY," and MV PUBLIC TRANSPORTATION, INC. hereinafter referred to as "CONTRACTOR" for management and operation of the City of Madera Transit Division' (MTD) fixed-route (MAX) and Dial-A-Ride services (DAR).

WHEREAS, CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Madera Transit Services RFP No. 201718-10 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The CONTRACTOR has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the CITY to perform these needed services as indicated in the response attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The CITY desires to have the CONTRACTOR perform the work in accordance with the RFP and the response thereto prepared by the CONTRACTOR. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is HEREBY MUTUALLY AGREED as follows:

1. **Order of Precedence:** This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:
   a. This Agreement
   b. Conformed Request for Proposal (RFP) No 201718-10 (attached as Exhibit A)
   c. Cost Proposal (attached as Exhibit B)
   d. CONTRACTOR's proposal dated _____ August 8, 2018 _ (attached as Exhibit C)

2. **Term of Agreement:** The Agreement shall be for a period of three (3) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin November 9, 2018 through June 30, 2019. Contract Year 2 will be July 1, 2019 through June 30, 2020. Contract Year 3 will be July 1, 2020 through June 30, 2021 unless extended as provided for in the following paragraph or terminated as provided for in Section 11 of this Agreement.

   Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, on a month-to-month basis up to a maximum of six (6) months. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

3. **SCOPE OF WORK:**

   a. **CONTRACTOR Responsibilities:** CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:

      1) Key Personnel/Management: During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof.

The CONTRACTOR shall provide general and specific management of day-to-day operations for the CITY's fixed-route and demand-responsive services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site General Manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-MTD work (e.g., for corporate level meetings, responding to other non-MTD problems, etc.). This includes corporate management led meetings on MTD property.

2) Day-to-Day Operation: CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Sunday during designated hours of operation.

3) Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall be responsible for administration of CITY's Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or a CITY official for further review if applicable. The CITY ADA Policy shall set sufficient guidelines to allow CONTRACTOR to administer the ADA eligibility certification process in accordance with such Policy. The CITY ADA Policy shall be the sole responsibility of CITY.

4) Operating Facility: CONTRACTOR shall locate its administrative/operations and dispatching office at the CITY of Madera Intermodal Center located at 123 'E' Street in Downtown Madera, unless otherwise approved by CITY. The CONTRACTOR shall enter into a separate agreement with the CITY to lease space at the Intermodal Facility, as detailed below under "City of Madera Responsibilities." The CONTRACTOR will ensure that all CITY-owned buses are housed overnight at the Intermodal Facility, at the City of Madera Corporate Yard at 1030 S. Gateway Drive, or at a location agreed upon in writing by the CITY. The Intermodal Center office shall be maintained by the CONTRACTOR and present a professional appearance at all times

   CONTRACTOR shall relocate its operations to a proposed new transit administration facility (lease terms to be determined), if completed during the contract period.

   CONTRACTOR shall be responsible for the secure distribution and tracking of all CITY-issued Facility and Vehicle access devices and identification badges to CONTRACTOR employees. CITY shall be responsible for key and badge control and shall maintain a log of issuance.

   CONTRACTOR shall be solely liable and responsible for any expenses which result, as determined by CITY in its discretion, from inadequate key or badge control that requires CITY to re-key or replace access control items. CONTRACTOR shall also be responsible for replacing any damaged Equipment and for notifying CITY immediately to report damaged Equipment.

5) Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English; i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation.

   No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate **Conduct Unbecoming of**

**Personnel** as defined in Section 3.a.6 of this Agreement. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, CITY shall have the right to request CONTRACTOR to remove from service to CITY any employee who, in CITY's sole discretion, is deemed to violate Section 3.a.6 on more than one instance in a 6-month period; provided that CITY shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics.

   All of the CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. MTD may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or MTD property for behavior or actions as outlined below, and/or for engaging in conduct unbecoming an employee as defined below. Removal or actions by CONTRACTOR in response to the request, shall be at no cost to MTD.

   Examples of conduct unbecoming an employee include, but are not limited to:
   a) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
   b) Any instance of belligerent or malicious behavior.
   c) Instance(s) of willful failure to assist customers.
   d) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
   e) Instance(s) of littering in rolling stock or station areas.
   f) Instance(s) of snacking, smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an MTD vehicle or equipment.
   g) Conduct demeaning to MTD or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
   h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
   i) Any violation of MTD and the CONTRACTOR Personal Electronic Device policies including devices such as Google and Apple watches that create the potential for distraction.

   Reasons for which MTD might request that an employee or subcontractor be removed include, but are not limited to:
   - Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
   - Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
   - Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.
   - Repeated failure to adhere to program policies, rules or procedures.
   - Poor customer service as demonstrated by three or more valid complaints within a twelve-month rolling period.

7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with MTD services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office to provide information in English and Spanish. If bus service is modified by CITY to begin

earlier or to end later than currently scheduled, the time period when customer service is available shall be expanded to correspond with MTD service hours.

8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at MTD is open, CONTRACTOR shall be required to sell CITY transit passes, tickets and other fare media as follows or otherwise directed by City:

   a. CONTRACTOR shall purchase from City a 30-day supply (to be determined by CONTRACTOR) of MAX/DAR Ticket Books and MAX Monthly Passes (Passes) so as to be able to have them always available for passengers to purchase from CONTRACTOR. Tickets do not expire and can be carried forward for future months. Passes expire monthly; however, if returned to CITY within the first two weeks of the month, Passes may be exchanged for the subsequent months' Pass. Tickets and Passes may only be sold at the posted fare rates from the CITY and CONTRACTOR keeps all proceeds. CONTRACTOR shall maintain enough Tickets and Passes at the Intermodal facility to ensure availability to passengers at all times. Any unsold Tickets or Passes CONTRACTOR has in stock at the end of the contract on June 30, 2021 may be returned to the City for a refund.

   b. CONTRACTOR shall prepare and provide CITY with a report of sales and deposits monthly by the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints according to the passenger complaint process as outlined in Section31.

10) Telephones: CONTRACTOR shall provide, at a minimum, a telephone system that has the capability to monitor hold time for the CITY's customers and place them in queue, and generate reports stating such. While on hold, the system shall provide customers with wait times, information regarding services offered while waiting for a dispatch/reservation person to quickly handle their needs. The system shall record calls for review, as needed, and shall allow for reviewing calls with staff as an instructional tool to provide improved customer service. Other features shall include ACD (automatic call distribution), call length monitoring, hold time tracking, and able to generate reports of this information Other options may include IVR (interactive Voice Response and ride status notification (text, call, or email).

    CONTRACTOR shall provide a minimum of four telephone lines---two (2) incoming telephone lines for customer communications and service requests on a rollover system and two (2) additional business lines. Public information such as brochures and websites shall direct those making transit related inquires to call a specific telephone number(s) for transit service(s). CONTRACTOR shall also provide Telecommunications Device for the deaf (TDD) capability and equipment and telephone reservations capabilities per Americans with Disabilities Act requirements. CONTRACTOR shall install all equipment and make fully operational the specified telephone system within thirty (30) days of initiation of this Agreement.

    CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure

adequate staffing levels even when employees are on leave or call in sick.

Telephone information lines shall be answered "Good Morning (afternoon or evening), Madera Area Express, this is (first name of answerer) speaking, "How may I help you?". Calls will end with a repeat of the confirmed reservation if applicable, and "Thank you for riding Madera Area Express, Goodbye or Have a nice day/evening." Specific language may be changed or adjusted as necessary as agreed by CITY.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from Spanish-speaking passengers. CONTRACTOR shall provide bilingual (Spanish/English) telephone information personnel during all days/hours of operation.

11) Uniforms: CONTRACTOR shall ensure that all employees comply with the specifics set forth in this paragraph. Employees shall be in uniform acceptable to CITY and shall wear tags clearly displaying their names while performing their duties. Upon notice from CITY concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, CONTRACTOR shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees traveling to and from the workplace. The uniform requirements are as follows:
    (1) Black or Navy-Blue slacks or shorts. Pants must be clean, pressed and with no visible areas of wear.
    (2) Solid collared shirt. Shirts must be of one solid MTD color, clean, pressed and with no visible wear areas with a single logo/patch approved by the CITY. Shirts can be long or short sleeved and tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their pants as long as their shirts are tailored with a square cut bottom.
    (3) Black shoes and black or navy socks. All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined.
    (4) Black belt. All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.
    (5) Name Badge. Name badge should be displayed and visible at all times on the right side of the outer most garment.
    (6) Hair. Bus operators and customer service staff must keep hair clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however, hair clips must be conservative in size and professional in style. Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the bus operator, such as spikes, Mohawks, multi-colored hues, or blue, pink, green, purple, etc.
    (7) Mustaches, Beard and Sideburns. Bus operators' moustache, beard and sideburns must be neatly trimmed and well-groomed at all times.
    (8) Fingernails. Fingernails must be neatly trimmed and conservative in style and must not impact the bus operator's ability to operate the bus safely and perform other tasks as required.
    (9) Jewelry. Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Ear "plugs" or "gauges" are not permitted. Facial jewelry is strictly prohibited.
    (10) Hats. Hats are optional but only CITY approved hats and visors shall be permitted.
    (11) Undergarments. Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. Shirt lettering or graphics should not be visible through the uniform shirt material. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.

(12) Sweaters / Jackets. Bus operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be one solid MTD color with a single logo/patch approved by CITY.

12) Driver Identification: The CONTRACTOR shall be responsible for ensuring that drivers display appropriate identification on their uniforms. Further, the CONTRACTOR shall ensure that all drivers post bilingual placards, English and Spanish, which clearly identify the driver and provide the contact information for the CITY, sufficient to allow riders to report complaints, comments, or concerns. The CITY shall approve the design and placement of these placards prior to their use; and the CITY reserves the right to penalize the CONTRACTOR $100 per documented incident.

13) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by MTD prior to start-up and must be updated (subject to MTD approval) on an annual basis.

The CONTRACTOR, in accordance with MTD policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees. The CONTRACTOR's organizational chart shall establish a Training Plan and Quality Management Program and ensure that the sole purpose of the training function is to support the responsibilities as specified in this section and ensure that the responsibilities are clearly defined as to not to interfere with the functions and independence of the Safety function. A copy of the written outline/overview of the Training Plan submitted with the CONTRACTOR's Proposal is attached to this Agreement with Exhibit Y. The final Training Plan shall be developed for MTD review and approval 30 days prior to the Service Date of the Agreement. Training shall include those elements required for the performance of duties in addition to specific areas of training for MTD operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires consistent with current MTD programs. Training courses shall include provisions for refresher training.

a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for MTD inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, system safety training, Customer Service to include dealing with difficult passenger training, and ADA training (which shall include initial training of 4 hours and 2 hours of annual refresher training). Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.
b) As part of the Training Plan, the CONTRACTOR, in accordance with applicable collective bargaining agreements and in consultation with the MTD, shall develop, implement and administer an ongoing proficiency testing program for all crafts that ensures that the CONTRACTOR employees have the knowledge and skills required to safely and competently administer their duties. Testing shall include equipment and procedures unique to MTD operations.
c) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area. Employees who refuse or decline training and fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. MTD reserves the right as deemed necessary to qualify

each employee proposed by the CONTRACTOR to perform work. The CONTRACTOR shall be required to remove from MTD service any the CONTRACTOR personnel who fails to successfully complete training required in the approved Training Plan.

d) The CONTRACTOR may reinstate the removed CONTRACTOR personnel to MTD service once the employee successfully completes the required training. MTD reserves the right to request evidence that the CONTRACTOR's employees and subcontractors who are providing Services are appropriately trained and certified and have completed appropriate efficiency and competency tests.

e) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.

f) The CONTRACTOR shall meet quarterly with MTD Program Manager to review the effectiveness of the approved Training Plan. The CONTRACTOR shall also provide MTD with a quarterly training report per Section 18: deliverables, Reports, and Notifications, furnished to MTD at least two weeks prior to the quarterly training review. The CONTRACTOR also shall provide monthly reports to MTD on performance of efficiency testing per Section 18: Deliverables, Reports, and Notifications.

g) The CONTRACTOR is responsible for formulating and coordinating all training activities. The CONTRACTOR shall provide training within MTD's service area, unless prior written approval to hold training elsewhere is provided by MTD. The CONTRACTOR shall schedule training activities so as to not interfere with its provision of services under the Contract. The CONTRACTOR shall provide a schedule of all planned training and upon request shall make available to MTD employees and to third-party CONTRACTOR personnel, any training offered to or by its own personnel who are assigned to work on the Contract. The CONTRACTOR shall provide at least fourteen (14) day notice to MTD of all training offered to or by the CONTRACTOR for its own personnel prior to the beginning of such training.

h) All training records will be maintained in a CONTRACTOR database system subject to review by CITY upon request.

i) All current employees that are retained by CONTRACTOR must be retrained to new Training Plan and regulatory standards within 90 days of Service Start Date.

14) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.

15) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers. Drivers shall assist in loading and unloading of elderly or ambulatory disabled passengers and in carrying parcels or personal effects in accordance with CITY policies and procedures as provided by CITY in writing to CONTRACTOR.

16) Driving Record Notification: CONTRACTOR shall be responsible for immediately notifying the CITY of any drivers who are identified in the State's Pull Notice Program.

17) ADA Training, (Initial and Refresher): The CONTRACTOR shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:

a) Lecture on the ADA law with hands-on employee participation and also other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.

b) Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.
c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:
    a. Operator responsibilities.
    b. Equipment and devices currently in use.
    c. Proper use and securement of such equipment and devices.
d) Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:
1. A manual wheelchair.
2. An electric device with three or more wheels; e.g., a scooter.
3. An electric wheelchair.

Annual Refresher Training: One hundred-twenty (120) minutes of classroom ADA sensitivity training each year. This training shall include:
a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
b) A review of passengers with disabilities requiring special service needs.
e) A panel discussion led by persons with disabilities recommending improvements to accessible transit service.
d) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
e) Update and training on changes to ADA law and related mandates as appropriate.
f) Included within this training shall be a discussion of:
    1) Operator responsibilities.
    2) Boarding and securement equipment and devices currently in use.
    3) Proper use of such equipment and devices.
    4) Other matters as the CONTRACTOR deems appropriate.
g) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:
1) A manual wheelchair.
2) An electric scooter.
3) An electric wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining NCTD Board Policy 21 to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

18) Hiring: CONTRACTOR drivers shall complete CONTRACTOR's Standard Employment Application, have a three-year check of driving records, successfully complete CONTRACTOR's Driver's Test and successfully complete in-service training.

19) California Vehicle Code Compliance: CONTRACTOR shall comply with California Vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).

20) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers, mileage, and fuel usage by vehicle for both DAR and MAX (including by Route). Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Dial-A-Ride services. Trip/farebox reconciliation documentation shall be maintained for both DAR and MAX by dispatch and shall be submitted to CITY on a daily basis in the format of a Trip/Fare Reconciliation Form. Driver information including summary of ridership, shall be submitted to CITY on a monthly basis in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. The monthly invoice and the Daily Service Logs shall be submitted to the CITY no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.

21) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal State and Local requirements, including but not limited to drug and alcohol testing and reporting requirements and ADA mandates. CONTRACTOR shall make available to CITY a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

    Inasmuch as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22,1998,23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6,2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94 , as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1 F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and MTD and to flow all applicable federal provisions down to Subcontractors at every tier. Federal provisions applicable to this Agreement and third party contracting in general are provided in Exhibit X hereto.

    Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1 F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

22) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by CITY.

23) Charter Service: CONTRACTOR shall not operate charter service using CITY vehicles without prior written consent from CITY. In the event charter service is allowed, it shall be provided in accordance with FTA regulations.

24) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets; sell tickets, as agreed upon by CITY (Section 8a: Pass Sales), at Intermodal Transportation Facility; and collect, record and return all tickets and money received as fares as required. Ticket data shall be provided on a monthly basis.

25) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting on a daily basis, and all fare revenue shall be taken to a banking institution or CITY Finance Department daily, as directed by the CITY. Fare revenue shall include cash fares, ticket and pass sales (when warranted), and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the CITY. CONTRACTOR shall collect data for specific analysis as may be requested by the CITY.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

CITY is in the process of purchasing an automated farebox collection system which shall be installed on the new buses. CONTRACTOR is expected to conduct training of bus operators when new equipment is delivered and ready for integration into the transit operation. CONTRACTOR shall be responsible to maintain such automated fare collection system.

26) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the CITY.

27) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the CITY for service pursuant to the Agreement. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b). CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

28) Marketing and Public Outreach: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the CITY. Advertising or posting of any written materials on the interior and exterior of Revenue and Non–Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in CITY's marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to CITY. CONTRACTOR may not use CITY name or logo without CITY's prior written consent.

Bus Media. CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at Intermodal. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

Communications with the Media. All communications with the media shall be the sole responsibility of CITY. CONTRACTOR and its employees shall not engage the media as a spokesperson for CITY and forward any inquiries directly to the CITY. In addition, CONTRACTOR and its employees shall not speak on behalf of CITY in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board CITY Revenue Vehicles, at bus stops, at the Intermodal, or as part of the official customer comment system.

Endorsement Policy. CONTRACTOR may not use CITY's name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by Grants Administrator. This provision does not prohibit CONTRACTOR from using CITY as a reference in responding to a request for proposals or other procurement solicitation, provided that CONTRACTOR shall coordinate all requests for references with the Grants Administrator.

29) Insurance: CONTRACTOR shall maintain required and appropriate insurance coverage, as detailed in the Insurance and Indemnification section of the RFP, including documentation of coverage to CITY, and shall provide the CITY with certificates certifying that CONTRACTOR has liability insurance and comprehensive and collision insurance for each vehicle as required by the CITY. CONTRACTOR shall provide documentation of any changes to insurance coverage including changes resulting from additions of vehicles to the CITY's transit fleet or from taking buses out of service.

30) Equipment and Vehicle Maintenance and Management: CITY shall provide sufficient vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. CITY shall deliver the vehicles to Contractor in good condition, with each vehicle meeting or exceeding generally accepted standards and practices of the public transportation industry. The CITY shall service CITY vehicles. Vehicles shall be parked in a location(s) to be provided by CITY or as designated by CITY. CONTRACTOR shall assist CITY with maintenance of vehicles and radios by ensuring repairs are reported timely and vehicles are transported to the Yard in a timely manner, using the Microsoft Office 365 as proposed and when feasible. Specifically, CONTRACTOR shall be responsible for the following:
    a. CONTRACTOR employees will flag regular preventative maintenance intervals and will notify appropriate CITY Fleet Maintenance staff in a timely manner to ensure compliance with all CHP and FTA requirements. CONTRACTOR will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance and coordinate transport of vehicles. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records including bus cleaning upon request.
    b. CONTRACTOR will allow CITY to inspect vehicles upon request. CONTRACTOR will notify appropriate CITY Fleet Maintenance staff of all vehicle repairs and towing needs as required and reasonable, but in no way shall CONTRACTOR staff cause unnecessary, frivolous repairs to be made or necessary repairs be delayed. Failure of CONTRACTOR to notify CITY Fleet Maintenance staff of needed repairs and preventive maintenance in a timely manner will be considered negligent and could result in contract penalties in the form of reduced reimbursement in the amount of such repairs caused by such neglect.
    c. CONTRACTOR will coordinate with CITY Fleet Maintenance staff to operate a satisfactory preventive maintenance, bus cleaning and major component rebuilding/replacement program and providing for repair and maintenance of all CITY owned or provided equipment, including, but not limited to buses, two-way radios, wheelchair lifts and fareboxes. This includes, but is not limited to, ensuring the repair

or replacement of buses and equipment by CITY in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.

d. CONTRACTOR shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. **CONTRACTOR** will do a detail or more thorough exterior and interior cleaning on each transit vehicle on a monthly basis, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. CITY will inspect buses to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 4: CITY of Madera Transit Performance Standards, Incentives and Penalties.
e. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to CITY.
f. CITY shall be responsible for licensing Revenue Vehicles with the DMV.
g. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times.
h. CONTRACTOR shall maintain the radio base station in good working condition and communicate with CITY to advise staff of maintenance requirement for radios on CITY-owned transit vehicles.
i. CONTRACTOR will cooperate with CITY to ensure that all vehicles and equipment used in the operation of DAR and MAX services are maintained at a level that will meet and pass all required CHP inspections. CONTRACTOR shall be responsible for assuring timely CHP inspections of all applicable vehicles.

CONTRACTOR shall supply computers and any peripheral equipment such as printers which must include scanning capability, and software applications including internet service to support operational functions provided under this Agreement. In addition, CONTRACTOR shall provide adequate technical support to ensure minimal technical disruptions on transit operations services.

CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for DAR/ADA Paratransit service.

CONTRACTOR shall install, monitor, and maintain on-board monitoring, i.e., DriveCam and MobilEye systems on all buses in operation within sixty (60) days of executing this agreement. CONTRACTOR shall coordinate installation with City Fleet Maintenance staff including a pre-install meeting before any installation of equipment occurs. CONTRACTOR shall maintain on-board monitoring systems including coordination with Fleet Maintenance staff so as not to disrupt any transit services. CITY shall have use of all purchased and installed on-board monitoring systems equipment through it's useful life. City shall have use of all leased on-board monitoring systems equipment through the term of the lease or this contract agreement, whichever is greater.

31) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to CITY within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and DAR buses operating more

than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the CITY of Madera Police Department, Madera County Sheriff's Office or California Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to CITY property within three (3) working days. In cases involving injury, CONTRACTOR shall notify CITY transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to CITY.

CONTRACTOR shall work cooperatively with CITY staff, other CONTRACTORs, and local, State and Federal representatives in developing and, implementing the security procedures described in this Section.

Emergencies: Upon verbal or written authorization from CITY, CONTRACTOR shall respond to emergency situations, either within or outside the service area, with CONTRACTOR personnel and CITY-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Incurred costs for additional emergency service are billable to the CITY as part of the following month's normal billing process.

CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

Reporting. CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

(a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; and (D) employee training sessions. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

(b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by CITY or by Federal, state, or local agencies.

32) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, coordination of bus maintenance, marketing, and route planning with City on a frequent (at least monthly) basis or as reasonably determined by CITY.

33) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement.

34) Dispatching Software: CONTRACTOR shall utilize Trapeze Simpli Transport dispatching software (or something comparable) with enhanced functions, including a data plan for a minimum of eight (8) buses. CONTRACTOR shall provide a minimum of sixteen (16) tablets or comparable hardware equipment (including replacements) and eight (8) mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational (including data verification) the Trapeze Simpli Transport

software (or comparable program) inclusive of enhancements within thirty (30) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the Trapeze Simpli Transport system (or comparable program) with expansion of the fleet.

35) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for managing the video surveillance data stored on CITY owned server to include maintaining access to stored data. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

36) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and California Transportation Development Act reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit 5: City of Madera Reporting Requirements.

a. The CONTRACTOR shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received.
b. The CITY shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.
c. CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 5: City of Madera Reporting Requirements of the RFP, including the following in two separate reports, a report for DAR and a report for MAX:
    i. Daily ridership by vehicle
    ii. Daily ridership by wheelchair-bound passengers
    iii. Daily mileage by vehicle
    iv. Daily vehicle service hours by vehicle
    v. Trip log from each vehicle operator
    vi. Dispatch records showing times for:
        1. Receipt of service requests
        2. Pickup point/drop-off point
        3. Pickup assignment made
        4. Actual pickup
        5. Variance between promised times and actual pickup times
        6. Actual delivery of passenger
    vii. On-time performance
    viii. Trip denials
    ix. ADA eligibility certifications, trip requests/denials, complaints log

d. CITY reserves the right to establish a standardized reporting format with which CONTRACTOR must comply. Reports may be requested in hard copy (soft copy preferred), on a portable USB or electronic transfer in a format compatible with CITY computer hardware and software.

e. CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to CITY:

    i. Monthly Summaries. - CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by-route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested

reports. DAR reports shall distinguish all data points by City and County Area trips. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for CITY and County areas pursuant to CITY direction. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by CITY. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.

ii. Passenger Complaint and Compliment Reports. - CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY) and general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). All records of passenger complaints are to become a permanent record.

iii. Incident and Accident Reports. - CONTRACTOR shall, in accordance with the policy and process established by CITY, immediately notify the Madera Police Department, then the Grants Administrator, or his/her designee (or other appropriate CITY management staff if the Grants Administrator or her/her designee cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

iv. National Transit Database (NTD).
   a. CONTRACTOR shall provide the data items to CITY as required by the FTA by September 1 each year for CITY to complete the NTD Small Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD Small Systems Reporting Manual.
   b. CONTRACTOR shall report to CITY by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.

v. Financial Reporting Requirements - CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.

vi. Equal Employment Opportunity (EEO) Affirmative Action Report. - CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each CITY fiscal year, prepare an EEO report which consists of the following:
   a. Workforce Analysis for each job category;
   b. Job Group Analysis for each job category;
   c. Hiring Analysis for each job category;
   d. Promotional Analysis for each job category;
   e. Termination Analysis for each job category;
   f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
   g. Availability Analysis that compares the current workforce against the available workforce.

b. Surveys. CITY may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized

representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

c. Meetings. CITY's Key Personnel and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by funding entities.

**b. CITY RESPONSIBILITIES:** The CITY, as the owner of the service, shall establish overall management and operational policy for the service. The CITY will periodically consult with CONTRACTOR on operational issues affecting service.

1) Fuel: CITY shall provide fuel through a CITY designated fueling facility during the period of this Agreement for Dial-A-Ride and MAX services. CONTRACTOR shall have access to a Fuel Management Delivery System that shall be mutually acceptable to both parties. This fuel shall be used exclusively for Dial-A-Ride and fixed route operations. CITY and CONTRACTOR records regarding miles traveled and fuel consumption will be exchanged if either party desires.

2) Office Facility: CITY shall lease space to CONTRACTOR in the CITY's Intermodal Transportation Facility for operation of CITY's transit services, including space for dispatch, office and vehicle parking. The terms of such lease shall be set forth in a separate agreement between CITY and CONTRACTOR. CITY shall provide office furniture for its transit program at the Intermodal Transportation Facility sufficient to ensure smooth delivery of service. Office furniture deemed unnecessary, unsightly or undesirable may be removed at CITY's request. CITY may provide needed enhancements to the Intermodal Transportation Facility space occupied by CITY transit services without prior approval of CONTRACTOR. All furniture provided by CITY shall remain CITY property upon any termination of this Agreement. CONTRACTOR will not be prohibited by this Agreement from supplementing space at the CITY's Intermodal Transportation Facility with additional space at CONTRACTOR's expense. CONTRACTOR shall relocate at CONTRACTOR's expense to the proposed new Transit Administration Facility should construction be completed during the contract period.

   CITY may conduct site visits of the Facility at any time during the Agreement Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the CITY's designated representatives as requested.

3) Routing and Scheduling: CITY shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for Dial-A-Ride.

   CONTRACTOR is expected to assist CITY in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by CITY, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

4) Bus Stops and Bus Shelters: CITY shall provide bus stops, bus shelters, and related amenities.

5) Maintenance: With the exception of cleaning, CITY shall maintain, repair, and replace CITY-owned vehicles, including parts and labor.

6) Tickets/Passes and Schedules: CITY shall coordinate with CONTRACTOR to develop tickets, passes and DAR and MAX schedules/brochures for distribution by CONTRACTOR.

7) Advertising and Marketing: CITY shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials.

   CITY shall provide marketing, public relations, and advertising services. CITY's decisions on all matters relating to advertising shall be final.

8) Payment: CITY shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of the monthly invoice and/or billing, and report, and City determining that the charges are justified.

9) California Highway Patrol (CHP) Fees: CITY shall provide reimbursement for appropriate and necessary CHP inspection fees.

4. **Maximum Obligation**: CITY agrees to pay CONTRACTOR a maximum, not to exceed $3,835,499, for the three-year contract period, not including $87,7321.67 for start-up costs to be billed and paid separately in year one and a maximum, not to exceed $7,257,301 if both one-year optional extensions are fully executed for its services as described herein:

   a. The price to be paid by CITY to CONTRACTOR for fixed-route service, Madera Area Express/MAX, and Dial-A-Ride shall not exceed the amounts as outlined below:

      1). For the period **November 9, 2018 through June 30, 2019** Seven Hundred, Forty-One Thousand Two Hundred Sixty-Three Dollars ($741,263), for a maximum of 7,692 ± 15% vehicle service hours for MAX and 7,258 ± 15% vehicle service hours for Dial-A-Ride.
      2). For the period **July 1, 2019 through June 30, 2020**, not to exceed One Million Four Hundred Thirty-Four Thousand Three Hundred Sixty-Five Dollars ($1,434,364.30), for a maximum of 14,200 ±15% vehicle service hours for MAX and 13,400 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon Cost Proposal as provided by CONTRACTOR (Exhibit B).
      3). For the period **July 1, 2020 through June 30, 2021**, not to exceed One Million Five Hundred Seventy-Two Thousand One Hundred Forty-One Dollars ($1,572,140.43), for a maximum of 14,200 ±15% vehicle service hours for MAX and 13,400 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon Cost Proposal as provided by CONTRACTOR (Exhibit B).
      4). For the period **(Option Year 1) July 1, 2021 through June 30, 2022**, not to exceed One Million Six Hundred Eighty-Four Thousand One Hundred Seven Dollars ($1,684,106.17), for a maximum of 14,200 ±15% vehicle service hours for MAX and 13,400 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon Cost Proposal as provided by CONTRACTOR (Exhibit B).
      5). For the period **(Option Year 2) July 1, 2022 through June 30, 2023**, not to exceed One Million Seven Hundred Thirty-Seven Thousand Six Hundred Ninety-Six Dollars ($1,737,695.69), for a maximum of 14,200 +15% vehicle service hours for MAX and 13,400 +15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon Cost Proposal as provided by CONTRACTOR (Exhibit B).

      Additional vehicle service hours may be operated upon the written request of the CITY and such additional service shall be in excess of the maximum obligation amount(s) as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in Section 5(a) of this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 5. Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR in the event that such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if TDA, FTA, or any other transit-related funds are not available or insufficient.

5. **Cost Proposal**: All rates shall be fixed as outlined in the Cost Proposal submitted by the CONTRACTOR (Exhibit B). Payment by CITY shall be computed as follows:

   a. **Vehicle Service Hourly Rate**

      1) For the duration of the AGREEMENT, CONTRACTOR will be paid a fixed Vehicle Service Hourly Rate for MAX and Dial-A-Ride according to the following schedule:

| | |
|---|---|
| a. Year 1: Fiscal Year 18-19 | $32.46 |
| b. Year 2: Fiscal Year 19-20 | $34.13 |
| c. Year 3: Fiscal Year 20-21 | $37.51 |
| d. Optional Year 1: Fiscal Year 21-22 | $40.46 |
| e. Optional Year 2: Fiscal Year 22-23 | $42.03 |

      2) "Vehicle Service Hours" for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

      3) "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time, whichever is later, except in instances when the passenger actually boards the bus and is transported prior to the "scheduled" pick-up time. If the passenger actually boards the bus and is transported prior to his/her "scheduled" pick-up time, the time the passenger actually boards the bus shall be designated as the "first passenger pick-up."

   b. **Fixed Monthly Fee**

      1) For the duration of the AGREEMENT, CONTRACTOR will be paid a Fixed Monthly Fee for MAX and Dial-A-Ride according to the following schedule:

| | |
|---|---|
| a. Year 1: Fiscal Year 18-19 | $39,385.07 |
| b. Year 2: Fiscal Year 19-20 | $41,039.14 |
| c. Year 3: Fiscal Year 20-21 | $44,749.91 |
| d. Optional Year 1: Fiscal Year 21-22 | $47,280.33 |
| e. Optional Year 2: Fiscal Year 22-23 | $48,131.05 |

      Fee shall be pro-rated in the case when service is not provided for a full month.

6. **Invoices:** CONTRACTOR shall submit the invoices to CITY as follows:

    a. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 5 (a) and (b).

    b. CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges before payment is processed.

    c. Vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY electronically upon request. Hourly and fixed costs shall be computed weekly and submitted monthly.

7. **Payment**: All payments by CITY shall be made monthly after the service for the prior month has been provided. CITY shall make payment no more than thirty (30) days from receipt of invoice and required reporting documents. CITY's standard policy is to pay by voucher or check weekly, once the invoice has been received, approved by the authorizing City departments and delivered to the CITY Accounts Payable Department for processing. In the event CITY fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice and required monthly reports by CITY, CONTRACTOR shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of a repeated delinquency by CITY, CONTRACTOR shall have the right to request a deposit or payment bond from CITY before resuming service. CONTRACTOR shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement. If CITY disputes any items on an invoice or monthly report for a reasonable cause, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. CITY shall notify CONTRACTOR within fifteen (15) working days after receipt of invoice and monthly reports by CITY of the amounts and reasons for such deletions. CITY shall assign a sequential reference number to each deletion. Payments shall be by voucher or check payable to and mailed first class to:

    Company Name and Address: *MV Public Transportation, Inc.*
    2711 Haskell Ave., Ste. 1150
    Dallas, TX 75204
    Attn: Legal Department

8. **Control**:

    a. All services rendered by CONTRACTOR under this Agreement shall be subject to control of CITY.

    b. Notwithstanding the language in the preceding paragraph, CITY shall not interfere with the management of CONTRACTOR's normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. CITY may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme cases, CITY may request removal of a CONTRACTOR employee from performance under this Agreement, for example, on the basis of a driver's history in regard to driving records or abuse of DAR and/or MAX patrons. CITY shall make such request in writing, state the reasons therefore and include any supporting documentation. Such request shall not violate applicable local, state or federal laws, rules or regulations.

9. **Changes:** In the event CITY orders changes from this Agreement and/or the description of services in the Scope of Work or for other causes orders additional CONTRACTOR work not contemplated hereunder, additional compensation shall be allowed for such extra work. This additional compensation shall be negotiated between CITY and CONTRACTOR.

10. **Contract Re-negotiation**: This Agreement may be re-negotiated at any time during the period of this Agreement, in the event the CITY determines that a new scheduling, pickup or route system, there is a change in the laws, rules, regulations, etc. applicable to the services provided by CONTRACTOR, or personnel levels, etc., may be cost-effective or necessary for efficient and effective operation of services. In this event, parties shall meet prior to any proposed service or contract changes to determine contract and payment schedules. Any new terms or conditions shall be agreed to in writing.

11. **Qualification for Future Contracts:** As a result of having entered into this Agreement, CONTRACTOR shall not be penalized or disqualified from bidding subsequent transportation management and operation programs under the jurisdiction of CITY.

12. **Succession:** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. **Termination:**

    a. Termination for Default: All the terms, conditions, and covenants of this Agreement are considered material, and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, CITY shall give CONTRACTOR thirty (30) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than thirty (30) days after receipt thereof to remedy, or cure such breach or default or is not diligently pursuing a cure, then CITY without further notice, may cancel this Agreement. In the event of termination of this Agreement as hereinabove specified, CITY shall have the right to take immediate possession of all buses, equipment, and facilities provided to CONTRACTOR by CITY. In the event the Agreement is terminated, all pertinent data prepared for the MAX and Dial-A-Ride services shall be made available to CITY without additional cost. Telephone number(s) for Dial-A-Ride and MAX will stay with the CITY.

    b. Termination for Convenience: Either party may terminate this Agreement in whole or in part at any time giving written notice to the other party by certified mail or personal delivery. If a party elects to terminate this Agreement, such party shall give the other party thirty (30) days prior written notice of said termination. CONTRACTOR shall be paid its reasonable and necessary costs on work performed to the date of termination of service. CONTRACTOR compensation shall be governed by Section 5 - Price Formula. CONTRACTOR shall promptly submit its termination claim to CITY for payment. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR shall account for the same and shall dispose of it in the manner directed by CITY.

    c. Rights of CITY upon Termination or Expiration of Agreement and Waiver of Claims: Upon expiration or earlier termination of this Agreement, CITY shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise, along the route and within the service area operated by CONTRACTOR as provided in this Agreement.

    d. For all undisputed payments, in the event CITY is delinquent in paying CONTRACTOR for undisputed payments by more than fifteen (15) days and has received a statement by certified mail, then CONTRACTOR may serve a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by CITY. If CITY does not correct the delinquency or if its parties do not agree to arbitrate the dispute under the provisions of this

Agreement, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

14. **Performance Bond:** CONTRACTOR will be responsible for the submission of a performance bond prior to the initiation of service. The bond shall be renewed on an annual basis for the duration of the Agreement term, and the amount of the bond shall be equal to twenty percent (20%) of the fixed cost component for the given year as identified in service contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the "City of Madera." Other performance bond arrangements are subject to the approval of CITY. CONTRACTOR shall maintain the performance bond during the life of the Agreement.

15. **Liquidated Damages:** CONTRACTOR's failure to perform contractual service obligations shall result in the assessment of liquidated damages at the rate of $100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to $500.00 per day for operational non-compliance/non-performance except as otherwise specifically identified in the RFP as Exhibit 4: City of Madera Transit Performance Standards, Incentives and Penalties of the RFP referenced in this Agreement in which case the later shall govern. CITY shall assess liquidated damages within ninety (90) days of the alleged failure or forfeit its right to assess such liquidated damages. No liquidated damages shall be assessed for service failures resulting from factors outside the scope of control of Contactor, including, but not limited to, weather, road construction or traffic delays.

16. **Communications:** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

    If to CITY: Grants Administrator
    CITY OF MADERA
    205 West 4th Street
    Madera, California 93637
    (559) 661-3692

    If to CONTRACTOR: Contract Administrator
    *MV Public Transportation, Inc.*
    2711 Haskell Ave., Ste. 1150
    Dallas, TX 75204
    Attn: Legal Department

17. **Information and Documents:** All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out work as outlined in the Scope of Work and Agreement hereof, shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible to carry out the work without undue delay.

18. **Proprietary Rights:** All inventions, improvements, discoveries, propriety rights, patents and copyright made by CONTRACTOR under this Agreement shall be made available to CITY with no royalties, charges or other costs but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR under this Agreement shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released to CITY or CITY's representative or participating organization without prior written consent of CONTRACTOR. Reports are excluded from this provision and shall be owned by CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. CITY shall approve papers and other formal publications before they are released.

19. **Force Majeure:** CONTRACTOR shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of CONTRACTOR. Such events may include but are not restricted to acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the

government; riots; strikes; picketing; labor disputes; labor shortages; war; civil disorder; and unavailability of fuel. No payment, however, shall be made by CITY to CONTRACTOR for such time that service is not provided.

20. **Shortages and Delays:** In the event that CITY fails to provide or delays providing items as herein provided, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

21. **Emergency Procedures:** In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from CITY is intact, CONTRACTOR shall follow instruction of CITY. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency condition ceases, CONTRACTOR shall re-institute normal transportation services. CITY agrees to indemnify, hold harmless and defend CONTRACTOR, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with CONTRACTOR providing emergency services to the CITY. CITY also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract.

22. **Interruption of Service:** In the event service required to be performed by CONTRACTOR under this Agreement is interrupted for any cause, and scheduled service is discontinued for more than forty-eight (48) hours, CITY shall have the right forthwith to take temporary possession of all facilities, buses and equipment provided to CONTRACTOR by CITY, and the facilities and equipment supplied by CONTRACTOR for the purpose of continuing the service which CONTRACTOR has agreed to provide in order that the CITY can preserve and protect the public interest and welfare. In the event the CITY does take possession of said CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment that normally would have been incurred by CONTRACTOR. CITY shall have the right to possession of such facilities and equipment and to render the required service until CONTRACTOR can demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR, provided that such temporary assumption of CONTRACTOR's obligation under this Agreement shall not be continued by the CITY for more than one-hundred twenty (120) days from the date such operations were undertaken. Should CONTRACTOR fail to demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR prior to the expiration of the aforementioned one-hundred twenty (120) days, this Agreement shall terminate, and the rights and privileges granted in the Agreement shall be cancelled. During the period in which the CITY has temporarily assumed the obligations of CONTRACTOR under this Agreement, CITY shall pay costs and expenses applicable to said period, and CONTRACTOR shall not be entitled to receive payment as provided for in Section 6 herein. Any payments due CONTRACTOR for performance under this Agreement for services rendered during a partial monthly period shall be paid to CONTRACTOR.

23. **Audit:** CONTRACTOR shall permit the authorized representatives of CITY, County of Madera, California Department of Transportation, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records, including financial records, of the CONTRACTOR relating to performance under this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof. Any authorized representative of CITY shall have access to any

writings as defined above for the purpose of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONTRACTOR. Further, CITY has the right at all reasonable times to audit, inspect, or otherwise evaluate financial internal controls and work performed or being performed under this Agreement.

In June of each year of the Agreement Term, CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness. These audits shall be based upon Federal, State, and local programs and guidelines, audit results, and the American Public Transportation Association (APTA) Bus Safety Management Program checklists. CONTRACTOR shall also participate in periodic CITY audits and monitoring and shall also assist CITY during any Federal, state, or local safety or security audits.

24. **Transportation Data Reporting:** CONTRACTOR shall report transportation data to CITY in accordance with Level C of the Uniform Financial Accounting and Reporting Elements (FARE) as required under Title 49 United States Code (U.S.C.) §5335(a). All transit data reporting should be consistent with National Transit Database (NTD) guidelines and requirements as applicable to the size and nature of the CITY's transit operations.

25. **Licenses:** A license and a Certificate of Public Convenience and Necessity to operate in accordance with this Agreement are hereby granted to CONTRACTOR. CITY and County of Madera hereby expressly waive any franchise or business license fees that CITY might ordinarily require for operation in accordance with this Agreement.

26. **Fidelity Bond:** During the period of time this Agreement shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty-Thousand Dollars ($50,000) with respect to any one occurrence by CONTRACTOR employees.

27. **Nondiscrimination:**

    a. In connection with the execution of this Agreement, CONTRACTOR shall comply with Department of Transportation (DOT) Title VI Civil Rights Act of 1964 regulations (49 CFR Part 21) regarding non-discrimination in federally-assisted programs of the DOT which by this reference are made a part of this Agreement. CONTRACTOR shall not discriminate against any employee or applicant for employment or patron because of age, race, religion, color, sex or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to employment; upgrading, demotions or transfers; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

    b. CONTRACTOR also shall comply with the provisions of Section 1735 of the California Labor Code.

28. **Disadvantaged Business Enterprise:** This Agreement adopts and incorporates the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.

29. **Prohibited Interest:** No member, officer or employee of CITY during his/her tenure or one year thereafter shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

30. **Conflict of Transportation Interests:** CONTRACTOR shall not divert any revenues, passengers or other business from CITY projects to any taxi or other transportation operation of CONTRACTOR.

31. **Debarred Bidders:** CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform CITY whether or not it is or has been on any debarred bidders' list maintained by

the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it promptly shall so inform CITY.

32. **Cargo Preference**: CONTRACTOR shall abide by 46 U.S.C. 124(B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipments of foreign made goods.

33. **Defense and Indemnification**:

    a. CONTRACTOR, its agents, officers and employees shall defend, indemnify, and hold harmless CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the performance of this Agreement by CONTRACTOR or CONTRACTOR agents, officers, employees, representatives or subcontractors. CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONTRACTOR's obligation under this subparagraph extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any negligent or wrongful act or omission of CONTRACTOR, its agents, employees, supplier, or any one employed by any of them or any one for whose acts or omissions any of them may be liable, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CITY, its agents or employees; passenger upon passenger violence; or routing.

    b. CONTRACTOR's obligation to defend, indemnify, and hold CITY, its agents, officers, and employees harmless under the provisions of this subparagraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

    c. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless CONTRACTOR, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of resulting from any negligent or wrongful act or omission of CITY, its officers, or employees, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.

    d. The scope of CONTRACTOR's management services, which are defined in this Agreement, will result in CONTRACTOR providing management services involving CITY's Americans with Disabilities Act (ADA) Program. CITY acknowledges that CITY is responsible for adopting policies for the operation of, or to be implemented under, the ADA Program. It is understood that, to the extent that any claims arise against either party (or any third party) involving ADA compliance issues or arising from CONTRACTOR's duties in assisting with the management of the ADA Program, so long as CONTRACTOR has complied with or implemented such policies established by CITY for the operation of such program, all such claims shall be the responsibility of CITY, and CITY shall indemnify, defend, and hold harmless CONTRACTOR, and its agents from any and all loss or liability, including, with limitation, attorneys' fees, arising from such claims or the defense of such claims.

34. **Assignment**: This is an agreement for the services of CONTRACTOR. CITY has relied upon the skills, knowledge, experience, and training of CONTRACTOR, CONTRACTOR's firm, associates, and employees of CONTRACTOR as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement without the express written consent of CITY. Further, CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of CITY. Notwithstanding the above, the CONTRACTOR may assign this Agreement to a parent, subsidiary, related or affiliated company with written consent of the CITY.

35. **Amendment**: This Agreement may be modified, amended, changes added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed

with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

36. **Headings:** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

37. **Exhibits:** All Exhibits, Attachments and Requirements made part of the CITY's RFP for transit services are integral parts of this Agreement and are incorporated herein by reference.

38. **Independent Contractor:** In performance of the work, duties, and obligations assumed by CITY under this Agreement, it is mutually understood and agreed that CITY, including any and all of CITY's officers, agents and employees will, at all times, be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of CONTRACTOR. Furthermore, CONTRACTOR shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and functions. CITY and CONTRACTOR shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

    Because of its status as an independent CONTRACTOR, CITY shall have absolutely no right to employment rights and benefits available to CONTRACTOR employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CITY shall be solely responsible and hold CONTRACTOR harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to CONTRACTOR or to this Agreement.

39. **Compliance with Laws:** CITY shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of CITY's services.

    Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

40. **Attorneys' Fees/Venue:** In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

41. **Governing Law:** The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

42. **City's Authority:** Each individual executing or attesting to this Agreement on behalf of CITY hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing municipal corporation in good standing in the State of California.

43. **Contractor's Legal Authority:** Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such

corporation; and (iii) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures and that all required CONTRACTOR certifications and documentation has been provided to CITY:

CITY OF MADERA

By _____
Andrew J. Medellin, Mayor

ATTEST:
Sonia Alvarez,
City Clerk

By _____

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

MV PUBLIC TRANSPORTATION, INC.

By _____

Title _____

## Exhibits

Exhibit A ..... Conformed Request for Proposal (RFP) No 201718-10

Exhibit B ..... Cost Proposal

Exhibit C ..... CONTRACTOR's proposal dated August 8, 2018

# Exhibit A

Conformed Request for Proposal (RFP) No 201718-10

**CITY OF MADERA**

**REQUEST FOR PROPOSAL (RFP)**

**MANAGEMENT AND OPERATION OF CITY OF MADERA TRANSIT DIVISION SERVICES**

**RFP #201718-10**

Notice is hereby given that sealed proposals will be received at the City of Madera Purchasing Office for performing all work necessary in accordance with the "Scope of Work" and other related documents provided herein. Please carefully read and follow the instructions contained in the "Instructions, Conditions and Notices to Proposers" also provided herein.

**A Pre-Proposal Conference will be held on Monday, June 11, 2018, at 11:00 A.M., City Hall Council Chambers, 205 West Fourth St., Madera, California.**

SUBMISSION DATE: July 9, 2018

BY

3:00 P.M.

PROPOSAL CONTACT:

Rosa Hernandez
Procurement Services Manager
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

Phone: (559) 661-5463
FAX: (559) 661-0760
Email: rhernandez@cityofmadera.com

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**REQUEST FOR PROPOSALS**

**MANAGEMENT AND OPERATION OF CITY OF MADERA TRANSIT SERVICES**

**RFP NO. 201718-10**

**May 30, 2018**

## I. INSTRUCTIONS AND CONDITIONS

A. No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Proposers shall send five (5) copies of the completed proposals which will include; four (4) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single three-ring binder and organized in divider-marked sections. Original and copies may be submitted in one sealed package.

Each proposal, consisting of the original and copies as directed in Section VI Proposal Requirements, must be submitted in a sealed package addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed package containing a proposal must have, on the outside, the name of the Proposer, Proposer's address and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING" and in addition, must be plainly marked on the outside as follows:

| | |
|---|---|
| **Proposal:** | **Management and Operation of City of Madera Transit Services** |
| **RFP:** | **No. 201718-10** |
| **Filing Deadline:** | **Thursday, July 9, 2018 - 3:00 P.M.** |

Proposals shall be received as set forth in the advertisement. Proposals received after the scheduled time for opening will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the Proposal as a responsive proposal.

B. **A One Time Only Pre-Proposal meeting is scheduled for Monday, June 11, 2018 at 11:00 a.m.** To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail rhernandez@cityofmadera.com. Participants will meet at the City Hall Council Chambers at 205 W. 4th Street, Madera, CA 93637.

The purpose of the pre-proposal meeting will be to discuss any questions interested proposers may have regarding the RFP. Failure to familiarize yourself with all conditions shall not constitute a basis for subsequent contract adjustment. Interested proposers are strongly encouraged to attend this meeting. **Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, June 25, 2018.** Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Rosa Hernandez at (559) 661-5463 or by email at rhernandez@cityofmadera.com no later than five (5) business days prior to the proceeding.

C. Attention of Proposers is especially directed to the specifications which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any contract with the successful Proposer. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the proposal.

D. The City reserves the right to reject or accept any or all proposal or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

F. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.**

G. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status. The City also specifically encourages interested Disadvantaged Business Enterprises to apply.

H. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

I. Each proposer shall carefully examine every term of this RFP and all attachments and exhibits; and each proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of this RFP.

J. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Rosa Hernandez, the Procurement Services Manager, Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

K. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

L. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to change or limit the scope of this project at any time.

M. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the proposer(s) with the best overall proposal value. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

N. An award will be made as soon as possible after the opening of proposals. Proposals shall remain valid for at least ninety (90) days after the opening of proposals. No proposal may be withdrawn after the proposal opening.

O. The successful proposer shall enter into a formal agreement with City which will be very similar in content to Exhibit 6: Pro Forma Contract. While provided for information

purposes only and to help clarify City intent relevant to this RFP, proposer should carefully exam the Pro Forma Contract as an attachment to the RFP when developing the proposal.

P. Proposer's Proprietary Information: The proposals received shall become the property of the City and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Materials must be clearly identified and the proposer must include a brief statement that sets out the reasons for confidentiality. Those parts of a proposal which are defined by the proposer as confidential, proprietary or, business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are determined by the City to be reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Marking the entire proposal as proprietary will neither be accepted nor honored. Failure by proposer to label materials as proprietary shall be deemed a waiver by the proposer of any claim against the City for release of said materials.

Q. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have a license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP.

R. Letters of Objection: Any proposer believing that any part of the RFP, including the specifications and/or the bidding and evaluation procedures, is discriminatory against the proposer or precludes the proposer from being given reasonable consideration in the procurement process, must submit a letter ten (10) days prior to the scheduled filing deadline to City's Procurement Services Manager clearly stating the specific objection and the areas of concern to the proposer and including a proposed method for resolution of such objections. Proposers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered.

## II. INTRODUCTION

The City of Madera (the City) is seeking proposals from qualified private transportation operators to provide both fixed-route and demand-response transit service for the City. The City, located 18 miles north of Fresno, has a population of approximately 66,000 (CA Department of Finance, 2018). The City encompasses approximately twelve square miles with the County of Madera comprising 40 square miles. The City's transit services, also referred to as the Madera Transit Division (MTD) or Madera Area Express and operates MAX fixed-route services (MAX) and Madera Dial-A-Ride (DAR).

The City initiated DAR as a general public, demand responsive service in 1979. DAR offers curb-to-curb, advanced-reservation service. Although DAR is available to any member of the general public, its first priority is to provide complementary paratransit service consistent with Americans with

Disabilities Act (ADA) requirements. DAR service to the residents of the urbanized portion of Madera County contiguous to the City is provided under contract between the City and Madera County. The City initiated MAX fixed-route service in 1998. The MAX service area is within the Madera City limits. The City currently contracts with First Transit, Inc., a third-party contractor, to provide fixed-route and demand-responsive service.

The Madera City Council is the policymaking body for the City's transit system. The Transit Advisory Board (TAB), composed of seven individuals appointed by the City Council, acts as an advisory and review committee. The City's transit system is funded through a combination of fare revenues, Transportation Development Act funds, Federal Transit Administration (FTA) Small Urbanized Area (5307) and other federal and state grant funds, a contractual amount from Madera County, and a portion of Measure T sales tax proceeds.

The City's Grants Department is responsible for managing transit funding resources and for the City's transit operating and capital budgets; administering the transit service contracts; monitoring transit operations and transit facilities; planning and implementing transit marketing, transit service enhancements, and fleet acquisition and replacement. The City provides many key components of the services, including buses; an operations facility; transit vehicle maintenance; street furnishings; passes and tickets; marketing materials; and schedules, brochures and public notices.

The City' Fleet Management Division is responsible for maintenance of City-owned transit vehicles. The Contractor is responsible for flagging vehicles for preventive maintenance performed at the City's Fleet Maintenance shop. The Contractor is responsible for interior and exterior bus washing. The current contractor uses (although not necessarily exclusively) K.R.S. Truck Wash at 18691 Golden State, Madera, CA 93637. The City does not provide vehicle washing facilities except on a limited, emergency basis.

## III. SYSTEM DESCRIPTION

**Fixed-Route Service - MAX**

The MAX system consists of the following:

- MAX is comprised of three fixed routes. Route 1 provides service on a base route with a 35-minute headway through the City to the area of Yosemite and 'P' Street, and branches into two alternating end routes with a 70-minute headway. Route 1 base service encompasses key origins and destinations, including Walgreens, the Pan Am Center, the County Social Service Department, the Downtown Intermodal Center, the Department of Motor Vehicles, and the Madera High School's north campus. Route 1 then alternates with every other trip serving Madera Community Hospital, Madera High School's south campus and then the County government services complex on Road 28 via southeast Madera.

- Route 2 operates on a 70-minute headway and serves Madera Community Hospital, Madera High School's north and south campuses, the Howard Road retail corridor including Walgreen's and the Save Mart – CVS shopping centers, and Walgreens at the Commons shopping complex. Convenient connections can be made with Route 1 at Walgreen's. These connections provide direct access to the downtown Madera Intermodal Facility where riders may connect with Greyhound, Dial-A-Ride, Madera County Connection, and taxi services

- Route 3, which began in January 2018, operates on a 60-minute headway from behind the Walgreens on Cleveland Ave to Madera Community College Center on Avenue 12.

The MAX fleet is currently comprised of seven (7) active 16-passenger vehicles with one additional vehicle serving as backup (also serves as backup to Dial-A-Ride). MAX provides approximately 138,000 passenger trips per year with roughly 15,800 revenue service hours. The City anticipates operating two additional buses in fiscal year 2018-19 to reduce headways.

Operating hours are from 7:00 a.m. to 6:30 p.m., Monday through Friday, excluding six holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). Saturday service operates from 9:00 a.m. to 4:00 p.m. The MAX fare is $0.75 for a one-way trip with a monthly pass available for $26.00. Half fares are offered from 10:00 a.m. to 2:00 p.m. for seniors, disabled, and riders showing a Medicare card. MAX service area map, and schedule are shown in Exhibit 1. A fare adjustment proposal to change the MAX fare to $1.00 will be presented to City Council in August 2018, and go into effect October 1, 2018 if approved.

**Demand-Responsive Service - Dial-A-Ride (DAR)**

DAR is a general public, demand-responsive, curb-to-curb service operating up to eight (8) peak-hour vehicles within the Madera Urbanized Area. As reflected in Exhibit 2, DAR provides an alternative service for passengers preferring the convenience of curb-to-curb transportation due to age, disability, or distance from a transit route. Although DAR is available to any member of the general public, its first priority is to provide complementary paratransit service in compliance with the Americans with Disabilities Act (ADA). Reservations may be made on an advance-reservation, subscription service or same day request basis. DAR will respond to all reservations made the day before the day of requested service. Advanced reservations will be accepted up to fourteen (14) days prior to the day of service. Same day reservations must be scheduled at least two hours before the requested service time. Reservations are taken by answering machine when the administrative/dispatch office is closed. DAR service is offered during the same days and hours as the fixed-route service and on Sundays from 8:30 a.m. to 2:30 p.m.

DAR uses up to nine (9) active vehicles to provide approximately 35,000 passenger trips per year with roughly 13,000 revenue service hours. The DAR service area is shown in Exhibit 2.

**Americans with Disabilities Act (ADA) Complementary Paratransit Services**

The City's ADA Program is described in detail in the City's ADA Complementary Paratransit Service Plan (2007) available online at the City's web page or attached as Exhibit 10. This plan documents requirements of the FTA 49 CFR 37.135 – 37.139. The City's transit fleet is ADA compliant and wheelchair-lift equipped.

**Fleet and Passenger Amenities**

The City has 17 City-owned buses currently in service – 15 primary and 2 backup. A detailed inventory listing is shown in Exhibit 3: City of Madera Transit Fleet Inventory. The current contractor is contractually committed to providing one additional bus on an as-needed basis plus utility vehicle(s) for shuttling drivers and Contractor staff as needed. The City pays for fuel for gas and CNG vehicles. The City is responsible for maintenance of City-owned buses in accordance with City of Madera Fleet Maintenance Policy documented in Exhibit 7. The contractor is contractually committed to providing one non-revenue vehicle on an as-needed basis for shuttling drivers and Contractor staff as needed.

The City purchases and installs all bus stop shelters, signs, benches and related amenities and is responsible for maintenance of these items. The City will install passenger shelters and benches at key MAX bus stops, as needed and as funding permits. It is expected that the Contractor will provide assistance as requested to help identify passenger amenity requirements.

**Operations Facility**

Transit fleet maintenance is undertaken by the City of Madera Fleet Management Division based at the City's Fleet Maintenance shop facilities at 1030 South Gateway, Madera. Some in-service vehicles are parked there within a secured area.

The City's transit services Contractor is required to enter into a separate agreement with the City to lease space at the Intermodal Facility located at 123 'E' Street in Downtown Madera. Dispatching, driver scheduling, ticket and pass sales, and general management functions are based at the Intermodal Facility. The Contractor's leased office space at the Intermodal Facility is approximately 960 square feet. The duration of the Contractor's Intermodal lease is for the same period as their transit services contract. Greyhound, Inc. and Madera Cab Company also lease office space at the Intermodal Facility.

The current Contractor uses the enclosed Intermodal parking lot for parking City buses and as a transit hub. The current Contractor also uses the parking lot for Contractor-owned buses associated with their separate contracts with the Central Valley Regional Center for Heartland Opportunity Center (Heartland). City-owned buses have parking priority. Consequently, four different regional and interregional transportation services are operated and administered from the Intermodal Facility, including the City's MAX and DAR services, Heartland Opportunity Center transportation services for developmentally disabled, Greyhound, and a private taxi operator. Notwithstanding the current Contractor's Agreement with Heartland for use of the Intermodal facility, proposers are reminded that Section 34 of the Pro Forma Contract only allows for assignment of rights under the current Agreement such as use of Intermodal with the express written consent of the City. Any such agreement inconsistent with Section 34 shall be prohibited.

**Proposed New Operations Facility**

To accommodate future growth in the City's transit operations, the City is in the process of constructing a new transit administration facility called the Madera Transit Center to better accommodate current operations and allow for potential future expansion of the transit system. Once constructed, the City will require its third-party transit contractor to lease and occupy this facility. The City does not anticipate relocating its transit maintenance operations to the new facility within the next five years.

For purposes of this RFP, the current Intermodal Center will be utilized as the operating facility for the City's transit services through fiscal year 2019. A lease agreement will be executed with the successful contractor for the current transit office space at 123 N. E Street.

**Future Service Expansion/Plans**

The City anticipates adding two MAX buses to enhance headways and on-time performance on Route 3. The City is also interested in exploring route enhancements and on time performance improvements on an on-going basis which could result in additional expansion of services. The City will also consider any additional technology presented by Contractor that can increase efficiency and accuracy in the current operation.

## IV. SCOPE OF WORK- CONTRACTOR RESPONSIBILITIES

The successful Contractor will be responsible for the services listed in this RFP. Exhibit 6: Pro Forma Contract, provides a more detailed description of the Scope of Work that is to be expected from the Contractor. The Contractor will be expected to have thorough knowledge, expertise, skills and experience necessary to deliver the services requested in the RFP, all attachments, and exhibits. All

rights and obligations of the Madera City Council, MTD, and the successful proposer are fully set forth and described in the attached Pro Forma Contract.

**Key Personnel/ Management**

The Contractor shall provide general and specific management of day-to-day operations for the City's fixed-route and demand-responsive services. Contractor shall oversee the operation of the services using a full-time, on-site transit manager. Contractor is expected to provide appropriate management coverage at all times.

**Operations**

The Contractor shall locate its administrative/operations office at the City of Madera Intermodal Center located at 123 'E' Street in Downtown Madera. The Contractor shall enter into a separate agreement with the City to lease space at the Intermodal Facility, as detailed below under Section V: City of Madera Responsibilities. The Contractor will ensure that all buses are housed overnight at the Intermodal Facility, at the City of Madera Corporate Yard at 1030 S. Gateway Drive, or at a location agreed upon by the City. The Intermodal Center office shall maintain a professional appearance by the Contractor and present as a skilled and qualified operator at all times.

**Telephone/ Information System**

The Intermodal Center office has a City-owned base radio station and Contractor- supplied phone system. The Contractor shall maintain a telephone system dedicated exclusively to the reception of incoming calls from patrons of MAX and DAR service for the purpose of requesting service information and scheduling trips. Management is expected to be available by mobile phone during any business hours.

The Contractor shall be responsible for the monthly cost of the radio frequency and telephone bill. The Contractor shall maintain a minimum of four telephone lines; two incoming lines for customer communications and service requests on a rollover system. System passengers are to call a specific telephone number used only for this service. Contractor's telephone system shall be caller-friendly providing pleasing on-hold messaging and/or music and shall record all dispatch/caller interactions. The recordings shall be maintained for a minimum of ninety (90 days). Contractor shall also provide telecommunications device for the deaf (TDD) capability and equipment and telephone reservations capabilities per ADA requirements.

The Contractor shall be responsible for management of all drivers and supervisory personnel. The Contractor shall be responsible for driver assignments, field supervision, dispatching, and complaint management to ensure all service is operated as scheduled. Management and/or supervisory personnel shall be available Monday through Saturday during designated hours of operation. Management and/or supervisory personnel shall be available either in person or by mobile phone on Sundays to provide adequate supervision of service during hours of operation.

The Contractor shall be responsible for system-wide ADA compliance, the ADA eligibility certification process, and managing ADA complaints. The Contractor shall distribute ADA applications, render an initial determination of eligibility, and oversee the appeals process, as needed. The City's ADA Policy shall set sufficient guidelines to allow Contractor to administer the ADA eligibility certification process in accordance with such policy. The Contractor will be responsible for maintaining a current ADA certification list and preparation of certification identification cards and renewals. The City's ADA Policy shall be the sole responsibility of the City. Said policy is that which is contained in the City's Transit ADA Program and ADA Paratransit Service Plan details of which are located on the City's website at www.cityofmadera.ca.gov and attached as Exhibit 10.

**Personnel**

The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the service(s) described herein. Such responsibilities shall include employee recruitment, screening, selection, training (including customer service training), supervision, employee relations, drug testing, and recruitment of all employees through the local media and local employment agencies. Contractor's personnel wages and work hours shall be in accordance with local government, County, State, and Federal regulations affecting such employment. In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject any proposed candidates.

Dispatchers and customer service representatives shall have bilingual skills (communicate in Spanish and English--i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple direction in English/Spanish. Qualified bilingual supervisory personnel shall be available during all hours of operation.

**Training**

The Contractor shall develop, implement, and maintain a formal training and retraining program (Training Plan). All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program. A copy of the training program, including periodic updates, shall be made available to the City annually. A copy of the proposed Training Plan shall be provided and clearly marked as part of the submitted Proposal.

The Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, passenger assistance techniques, accident/incident procedures, radio procedures, MAX and DAR operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer service, customer relations and appropriate response to passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use in the provided services.

All drivers shall be certified as having completed the Contractor's formal training course for new drivers as approved by the City, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of DAR vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The Contractor shall prepare and furnish to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. A copy of the Manual shall be clearly marked and included with the submitted Proposal. Contents of the Driver's Manual shall address, at a minimum, driver's rules; drug and alcohol testing requirements; accident/incident policies; radio policies and procedures; fare collection policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms. Updates or changes to the Driver's Manual shall be made available to the City when they occur or at least annually.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time-to-time be assigned to telephone information or Dial-A-Ride reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, Dial-A-Ride reservation procedures, and operating policies as outlined in the Training Plan. Operations control personnel assigned to Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional, courteous techniques. City retains the right to require retraining of any Contractor staff at any time during the duration of the Contract.

**Reports**

The Contractor must be familiar with National Transit Database Reporting Requirements and other such requirements, as may be required by the City and as indicated in Exhibit 5: City of Madera Reporting Requirements. The Contractor shall supply such data input to the City in a timely manner, but in no case later than the 10th day of the month following the month for which the data is being reported. The Contractor shall include as part of their proposal examples of succinct report forms that provide requested information outlined in Exhibit 5: City of Madera Reporting Requirements.

The Contractor shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints by category (General, Title VI, and ADA), comments and suggestions received.

The City has a preference for all logs and reports to be electronically-based and stored rather than manual paper entry and storage.

The City shall have the right to assess and audit any and all records associated with the service(s) provided under this proposal. In addition, authorized regulatory agencies may be authorized to review the Contractor's service records in accordance with applicable law.

**Insurance and Indemnification**

The Contractor shall maintain required and appropriate insurance coverage, including documentation of coverage to the City and provide the City with a certificate certifying that the Contractor has liability insurance and comprehensive and collision insurance for each vehicle as required by the City.

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Repair of physical damage that occurs to the buses shall be the sole responsibility of the Contractor or Contractor's insurer.

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

a. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL)** At least as broad as Insurance Services Office form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal & advertising injury, and blanket contractual liability without limitation, with limits no less than $5,000,000 per occurrence, $10,000,000 general aggregate. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

(2) **Automobile Liability** ISO Form Number CA 00 01 covering any auto (Code 1) with limit no less than $5,000,000 per accident for bodily injury and property damage. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments and collision and comprehensive physical damage coverage with not more than a Ten Thousand Dollars ($10,000) deductible. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

a. In case of damage or destruction of any vehicle or vehicles provided by City or the Contractor, the City agrees that liability of the Contractor for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. The Contractor and City agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

b. In the event that addition, deletion or acquisition of new vehicles by City changes the vehicle fleet, the compensation paid to the Contractor for the purposes of maintaining vehicle liability and physical damage coverage of said vehicles shall be subject to immediate re-negotiation to recover or refund the documented actual premium cost under the insurance policy then in effect.

(3) **Workers' Compensation** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than $1,000,000 per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

b. Maintenance of Coverage: Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance: Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

e. Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

f. Enforcement of Contract Provisions (non-estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

g. Specifications not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

h. Notice of Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

j. Timely Notice of Claims: Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

k. Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

The successful Proposer shall maintain the insurance until the Project Manager issues the final certification accepting the work. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been provided to the City's Grants Administrator at 205 W. 4th Street, Madera, CA 93637.

Fidelity Bond
The Contractor shall obtain and keep in force a blanket fidelity bond providing no less than $50,000 per occurrence. The Contractor shall provide the City a copy of such bond accompanied by proof of payment for same within thirty (30) days of entering into a contract with the City.

Fares
The City shall establish the fare structure for the services provided. Fares shall be subject to change as determined by the City. The City shall notify the Contractor of any fare changes at least fifteen (15) days in advance of the change. The Contractor shall be responsible for assuring that each passenger deposits the exact fare in the farebox or provides a valid transfer before boarding the bus.

Contractor will purchase, distribute and disseminate all available types of fare media at the Operations Facility. The City shall retain all fare revenue generated from the services. The Contractor shall be responsible for fare reconciliation and accounting on a daily basis, for delivering fare revenue to the City Finance Department for accounting on a daily basis, and for collecting data for specific analysis. The Contractor shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections. Contractor will provide written cash management procedures for approval by City prior to start of services.

Tickets/Passes and Schedules
The Contractor shall be responsible for managing the City developed and approved system of sales and distribution of tickets, passes, MAX schedules, Dial-A-Ride rider brochures, and other related system information at the Operations Facility.

Driver Identification
The Contractor shall be responsible for ensuring that drivers display appropriate identification on their uniforms. Further, the Contractor shall ensure that all drivers post bilingual placards, English and Spanish, which clearly identify the driver and provide the contact information for the City in order for riders to report complaints, comments, or concerns. The City shall approve the design and placement of these placards prior to their use.

Electronic Data Storage
The City maintains on-board security cameras on each of its vehicles and a 24-hour camera-based security system at the Intermodal Facility for the benefit of riders, transit personnel, vehicles, and equipment. Contractor shall be responsible for ensuring the proper storage of all electronic data gathered through these systems for the period prescribed by law. Upon notice from the City, Contractor shall provide the City with access to this data within 24 hours.

Marketing
The Contractor shall assist the City with coordinating marketing efforts, including a minimum of 24 hours per year for implementation of a marketing plan for the service(s) to include but not limited to: posting materials on buses, making a bus available and delivering to a stationary event, making brochures and materials available at the Intermodal facility, and training drivers/dispatch to deliver branded messaging when conversing with passengers/callers. The City has final decision-making authority on all marketing plans and their implementation. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

Uniforms

The Contractor shall insure that transit drivers are attired in an appropriate uniform as identified in Exhibit 6: Pro Forma Contract. Driver uniforms will be subject to approval by the City. The Contractor will insure that all drivers present a neat and clean appearance at all times.

Medical Assistance to Passengers

Contractor employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and ***may*** proceed immediately to a medical facility for help.

Operating During a Declared Emergency

Upon declaration of an emergency, the Contractor shall deploy program vehicles in a manner described in the City's Emergency Response Plan, as available. The City shall compensate the Contractor for services that exceed the normal expense of operating the service(s) during such a period. The rate for such services shall be agreed upon in advance and specified in the service contract.

Parking and Traffic Violations

The Contractor shall be solely responsible for any parking and traffic violations of vehicles operating in connection with the transit programs described herein.

Driving Record Notification

The Contractor shall be responsible for immediately notifying the City of any drivers who are identified in the State's Pull Notice Program.

General Operator Maintenance

The Contractor will be required to provide general operator maintenance of vehicles, i.e., checking fuel, water, oil, and transmission fluid levels, tires, interior and exterior of vehicles, and cleaning of vehicles including occasional waxing of vehicles. The Contractor shall be required to inspect each vehicle with regard to safety, function and appearance of the vehicle prior to leaving the storage yard. The Contractor will report to the City all maintenance and repair needs. The City's transit vehicle fleet maintenance history shall be made available to the Contractor upon request. Contractor shall refer to Exhibit 7: City of Madera Fleet Maintenance Policy for specific requirements and responsibilities regarding maintenance.

Fuel

The Contractor shall fuel MAX and Dial-A-Ride buses at City-designated fuel vendor(s) (Currently Madera Unified School District CNG Fueling Station and Tesei Petroleum Station for gasoline) and in accordance with any related contractual obligations.

Routing and Scheduling

The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas, shall conduct service analysis and/or support City staff to complete service analysis, and support public outreach by posting public notices on buses and at the Intermodal Facility, and attending City Council meetings. Contractor will utilize a computer-assisted scheduling method capable of accommodating both advanced and same day reservations.

Performance Bond

Within ten (10) calendar days after the award of the contract, the Contractor will be responsible for the submission of a performance bond prior to the initiation of service(s). The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to 20% of the annual service contract.

The bond shall serve as a guarantee of good faith on behalf of the Contractor that the terms of the contract shall remain in full force and effect during the full term of the contract, that Contractor will abide by said terms, and that Contractor shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the City of Madera. Other performance bond arrangements are subject to the approval of the City. The performance bond shall be maintained by the Contractor during the life of the contract.

Liquidated Damages

The Contractor's failure to perform its contractual service obligations shall result in the assessment of liquidated damages at the rate of $250.00 per day beginning 24 hours after delivery of a formal letter from the City for each day of noncompliance/non-performance of administrative reports requirements, and at a rate up to $500.00 per day beginning 24 hours after delivery of a formal letter from the City for operational non-compliance/non-performance which include, but are not limited to those identified in Exhibit 5: City of Madera Transit Performance Standards, Incentives and Penalties in which case the later shall govern.

Billing

All billing shall be done on a monthly basis and shall be accompanied by a detailed monthly invoice and accompanied with a detailed monthly report. The billing and monthly report shall be submitted within ten (10) days following the last day of the month being billed.

## V. SCOPE OF WORK - CITY OF MADERA RESPONSIBILITIES

The City of Madera will be responsible for providing the following:

Management

The City of Madera shall establish overall management and operational policy for all transit services. The City will periodically consult with the Contractor on operational issues affecting service.

Office Facility Lease Agreement

The City of Madera shall lease space to the Contractor in the City's Intermodal Center for operation of transit services, including dispatching and vehicle parking. The terms of such lease shall be provided in a separate agreement with the City. The City shall provide office furniture for its transit program at the Intermodal Center sufficient to ensure smooth delivery of service. The Contractor also may provide additional office furnishings. Office furnishings deemed unnecessary, unsightly or undesirable shall be removed at the City's request. The City also may provide needed enhancements to the Intermodal Center space occupied by the City's transit services without the prior approval of the Contractor. All furniture provided by the City shall remain City property and returned in satisfactory condition upon termination of the contract.

Buses

The City of Madera shall provide buses required for the operation of both the MAX and Dial-A-Ride services, including back-up vehicles. With prior approval of the City, the Contractor also may provide buses or non-revenue vehicles for example to facilitate shift changes to ensure smooth operation of the system, or in the case of emergencies.

Bus Stops and Shelters

The City shall establish and maintain all bus stops and shelters on MAX routes. The City shall be responsible for purchasing bus stop signs, shelters, and associated amenities. The Contractor shall assist and cooperate with the City in identifying locations for bus stops and shelters.

Maintenance and Repair
Repair of physical damage that occurs to the buses shall be the responsibility of the Contractor. The City shall be responsible for maintenance of MAX and Dial-A-Ride buses. Please refer to Exhibit 7: City of Madera Fleet Maintenance Policy. The City's vehicle maintenance history shall be made available to the Contractor upon request.

Radios
The City shall provide radios for all buses and a base station for use by the Contractor. Ownership of the radios will remain with the City.

Routing and Scheduling
The City shall be responsible for establishing all bus routes, route scheduling and hours of operation with the assistance of the Contractor. City may request Contractor assist the City in establishing bus routes and bus schedules, as identified above under Contractor responsibilities.

Complaint Process
The City will participate with the Contractor in developing and using a mutually agreed to complaint tracking log.

Marketing/Promotion
The City shall develop marketing strategies and promotional plan(s) for transit service(s). City may request Contractor assist the City with coordinating marketing efforts, including implementation of a marketing plan for the service(s) as outlined in Contractor Responsibilities. The City has final decision-making authority on all marketing plans and their implementation. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

Fares
The City shall retain all revenues generated by the service. The City reserves the right to conduct an audit of farebox revenue and ticket inventory as needed and, at a minimum, on a quarterly basis.

Tickets, Transfers, Passes, and Schedules/Brochures
The City shall develop system tickets, transfers, passes, MAX schedules, and Dial-A-Ride rider brochures for distribution by the Contractor. City may request Contractor assist with development of tickets, transfers, passes, and schedules/brochures to ensure compatibility with Contractor scheduling implementation and service delivery.

Report Forms
The City shall provide and update necessary reporting forms for the Contractor to provide service data and operational information on an as needed basis outside of the pre-approved Contractor Reporting Forms that provide requested information outlined in Exhibit 5: City of Madera Reporting Requirements.

Grant Applications
The City shall prepare and submit grant applications to support the transit system.

## VI. PROPOSAL REQUIREMENTS AND EVALUATION FACTORS

Proposers shall submit Proposals that are clear, concise and complete and shall demonstrate the proposer's qualifications and experience to perform the Scope of Work. Proposers shall review and base their proposal on the Scope of Work located in RFP, all terms and conditions of the RFP, and evaluation criteria. Strict conformance to the specified proposal format and completeness of required content are essential. Lack of any listed item may disqualify a proposal, at MTD's discretion. Each proposal shall be submitted in the format described herein and shall provide all pertinent information, including, but not limited to, information relating to management structure and key personnel, operations capability, experience, plan for addressing key cost drivers, financial resources, and other information as specified in this RFP.

Proposals shall be submitted in a package marked with the Company Name, RFP Number and RFP title. One (1) copy shall contain all original signatures and be marked "ORIGINAL". Proposer shall also submit one (1) digital (thumb drive) with the Proposal in PDF format and six (6) hard copies of their proposal marked "COPY" for a total of six (6) printed copies, one (1) original printed copy and one (1) copy on electronic media.

Proposals shall be submitted in three ring binders. Cost Proposal forms (found in Attachment A) shall be separately placed into sealed envelopes separate from Technical Proposals and labeled "Confidential." Each section of the proposal shall be tabbed in accordance with the below numbering system as to aid in expedient location of information and provide for consistent proposal organization. The Proposer shall include as much information on each of the following items as the Proposer believes will assist in the City's evaluation and selection process:

**Tab 1: Qualifications and Experience**

1. Cover Letter: Identify the proposal by the RFP title. Provide a summary emphasizing the distinguishing factors that highlight your ability to perform the services described herein. It should be brief (two (2) pages maximum), and include all contact information inclusive of the name, address, and location of office, telephone number, email address, title, and signature of the contact person for this proposal. The signatory shall also be a person with the official authority to bind the company.

2. Organizational Information: Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the City is interested in how Proposer intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought here, will employees work on a full-time or mostly part-time basis, etc.

3. Financial Statement: Proposals shall include a copy of the Contractor's CPA-audited financial statement for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, that shall demonstrate that the Proposer possesses adequate and verifiable financial ability and stability to enable the Proposer to fulfill its obligations in connection with the management and operation of MAX and DAR under the terms of the Agreement. If the most recent statement is more than fifteen (15) months old, then Proposer shall also submit a letter from current audit company stating status of the current year audit, expected completion of audit and summary of financial numbers. If requested by the Proposer, such information shall be treated as confidential by City and shall not be subject to public disclosure unless so ordered by a court of competent jurisdiction.

EVALUATION FACTORS: Proposers shall indicate their qualifications, skills, experience, expertise, licenses, and financial resources available to support their provision of the Work. Proposers shall furnish a detailed description of work they have performed or are currently performing for other public transit agencies and transit clients and how they are pertinent to their proposals to provide Agreement Services. The Proposers shall furnish references for each of such clients. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Proposers. In responding, Proposers shall include specific supporting information in their proposals such as corporate skills and experience regarding similar or related projects with emphasis on experience in the U.S.; examples of successful coordination with federal, state and local regulatory agencies; experience providing fixed route and ADA paratransit and demand response transit services; corporate oversight plans; and corporate innovative plans, programs, and practices that resulted in documented and verifiable efficiency improvement, cost savings, and/or ridership increases. Introduction of all key management personal including resumes with professional references.

**Tab 2: Past Performance**

4. Prior Performance Record: Describe specifically your company's experience in providing services listed in the Scope of Work similar in scope, magnitude, and complexity. This should include references from past and current projects (including with MTD, if applicable). This should also include relevant past performance from the proposed team, including proposed Prime and any Subcontractors.

   Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity. In addition, include statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in paragraph (1) above: (A) Revenue Service on-time performance; (B) complaints per 100,000 passengers; (C) chargeable (preventable) accidents per 35,000 miles; (D) miles between road calls; and (D) number, dollar amount, and category of liquidated damages assessed. The statistics and information provided shall be based on, or otherwise utilize, the definitions in the NTD reporting system where applicable.

5. Client References: List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, contact person and phone number, e-mail addresses, description of service(s) and dollar amount of contract. (City may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)

   EVALUATION FACTORS: Proposers provide thorough list of past projects including contact name, address, telephone number, facsimile, and email address as well size and performance of services, requested data, whether service has been completed or are ongoing, and professional references of client(s). The relevancy of past performance will be made through a comparison of recent performance of services accomplished by the Proposer to the identified performance required by this solicitation. In determining relevance, consideration will be given to projects similar to this solicitation in scope, magnitude and complexity. 1) Scope: identified performance will be compared to the requirements of the identified scope of services as contained herein. 2) Magnitude: the price per year for each identified performance will be

compared to the price per year as estimated for performance of services as contained herein. 3) Complexities: identified performance will be compared to the training and administrative support performance relative to the services contained herein. MTD may consider services performed for agencies including federal, state, or local governments and commercial customers. The evaluation may also include review of services performed by other divisions, subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed services. In making the determination of how well the Proposer performed on previous efforts, MTD reserves the right to use both data provided by the Proposer and data obtained from other sources. Where the relevant performance record indicates performance problems, MTD will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). MTD may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

**Tab 3: Technical Approach**

6. Scope of Work: A detailed description of the operations capability, methods and resources by which Proposer intends to use to perform the work set forth in the Scope of Work, including:
    a. Any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and provide specific examples of cases where the Proposer has successfully implemented these strategies for other public agency clients.
    b. Consideration for Scope of Work as outlined in Exhibit 6: Pro Forma Contract.

7. Accounting and Reporting System and Examples of Reports: Proposals shall include a description of the Contractor's accounting and reporting system, and a statement related to the capability of the Contractor's reporting system to meet National Transit Database reporting requirements. The proposal shall also contain a statement as to how the Contractor will implement sufficient internal control measures to safeguard cash and account for farebox revenue and pass and ticket inventory. Examples of reports must be included with the proposal.

8. Innovation Approaches and Technologies: This section should address the Proposer's strategies and concepts for managing and controlling key cost drivers. Identify and describe any examples/case studies in which the Proposer has successfully implemented cost control or revenue enhancement strategies for other public agency clients in the following areas:
    a. workers' compensation;
    b. fuel efficiency and savings;
    c. workforce attendance;
    d. improvement in fare revenue collection;
    e. improved efficiency in use and maintenance of vehicles;
    f. technology enhancements to improve quality, efficiency, and/or reliability of transit operations;
    g. innovative training/staff development and employee performance incentives; and
    h. any other specific areas which the Proposer believes to be an appropriate target for improving cost control and management or increasing transit system revenues.

9. Marketing Experience: Proposals shall include a description of how the Contractor will help market and promote the City's transit services. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

10. Maintenance Procedures: Proposals shall describe Contractor's general operator maintenance procedures in detail to be coordinated with the City of Madera maintenance responsibilities.

11. Subcontractor(s): Where applicable, prime Proposers shall identify subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime proposer, the City will enter into an agreement only with the prime proposer who shall be responsible for all services required by the agreement.

12. Insurance and Bonding: Proposals shall include copies of the Proposer's existing insurance certificates and/or evidence that the Proposer can obtain the required insurance prior to the execution of the agreement for service. The insurance and bonding requirements of this RFP, including the Agreement, will be considered minimum requirements and must be complied with in every respect. Proposer must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims that may be pending at the present time.

    The proposal also shall include a description of the method the Proposer will use for the provision of the required performance bond.

13. Proposal Assurance: Proposals shall provide assurance that submittals will be valid for, at a minimum, a period of ninety (90) days following submission to the City.

14. Addenda: Proposals shall include all Addenda that may have been issued by the City in connection with this RFP.

15. Time Schedule: Each Proposer shall submit a time schedule setting forth the sequence of events and associated time requirements, including provision for a Turnover Audit, proposed to be undertaken from the point of contract award through the first full month of system operations under the new Agreement. The time schedule must provide for the transition to service under the resulting Agreement on October 1, 2018 if the current Contractor is selected or October 1, 2018 if a proposer other than the current Contractor is selected with no disruption to regular City of Madera transit services.

16. Process and Basis for Future Contract Adjustments: Proposals shall include a complete description of the process and basis for contract adjustments for future service changes.

    EVALUATION FACTORS: Proposers shall describe business practices and innovative management techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP to maintain and improve the quality of the Work. Proposers shall include an organizational chart reflecting the names, reporting relationships, titles, and geographic location of key management personnel. A description of how key management functions will be distributed among key management personnel should be furnished. Proposers are required to describe the general approach, techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP for the Work. In presenting an overall approach to the Work identified herein, Proposer shall demonstrate their fixed route and ADA demand service operations, including scheduling and dispatching. Proposers shall describe how their approach to providing fixed route, ADA para-transit and demand response operations to MTD, which shall, at a minimum:: 1) maintain and improve quality of service; 2) develop and operating plan describing how service requirements will be met and improved; 3)

adopt operational goals and objectives; 4) implement potential efficiencies regarding the cost of providing all services; 5) ensure safety measures and comply with California Highway Patrol (CHP), Federal Transit Administration (FTA), and Department of Transportation (DOT), American Public Transportation Association (APTA) and MTD safety regulations and standards; 6) make available additional corporate resources, if necessary; 7) Coordinate marketing and planning activities with City; and 8) hire, train, as required, certify employees required to administer, maintain and operate services and infrastructure. Proposers shall also describe how they propose to coordinate day-to-day activities with MTD fleet maintenance and other agencies such Madera County Transportation Commission and Madera Unified School District (fueling station). Proposers should include technologies used for managing operating functions, for example are Driver's Vehicle Inspections' done manually on paper or some other manner and how is that transmitted to maintenance? In addition to the detailed general approach of this section, the Proposer shall provide a narrative description of a proposed typical 24-hour day in the operations of MTD fixed route, ADA paratransit, and demand response service. This narrative shall include the proposed personnel distributions, shifts, and activities for transportation, maintenance of equipment, scheduling, and dispatch activities.

**Tab 4: Productivity Commitment**

Proposers shall provide productivity commitments that will be binding for the duration of the Contract term. Following are the two (2) areas that MTD requires a commitment:

1) Productive/Revenue Hours Worked per Vehicle Operator
2) DAR Revenue Passengers per Revenue Hour

EVALUATION FACTORS: Proposers shall provide quantitative response for each productivity commitment and a succinct narrative or course of action(s) to be performed as part of meeting the requirements of the RFP and implementing the Work. Proposers should demonstrate their understanding of productivity and commitment as it relates to maximizing revenue hours work per vehicle operator across the system, and demand response revenue passengers per revenue hour.

**Tab 5: Training, Safety, and Regulatory Compliance**

17. Training and Retraining Program: Proposals shall include a description of the Contractor's most current employee training program and schedule and shall explain how replacement personnel are to be trained due to turnover without detriment to MAX and Dial-A-Ride service or quality of training. A copy of the proposed Training Plan as outlined in Exhibit 6: Pro Forma Contract Section 12 Driver Training Program must be included and clearly marked in the Proposal.

18. Safety Program: Proposals shall include (1) a description of the Proposer's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations, including a bus operator evaluation program; and (2) a description of the Proposer's safety record over the past five (5) years, in statistical form if possible, including a description of the Contractor's vehicle accident record, an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.

Proposals also shall include a copy of the Contractor's Safety and Injury Prevention Plan (Senate Bill 198) as mandated by the State of California.

EVALUATION FACTORS: Proposer shall submit with their proposals, current programs which Proposer has implemented for other currently contracted bus service operations, inclusive of the following: 1) Employee Safety Plan; 2) Hazardous Materials and Waste Management Plans; 3) Emergency Management and Evacuation Plans for the facilities the Contractor shall occupy; 4) Emergency Management and Evacuation Plans for the vehicles the Contractor shall operate; 5) Accident & Incident Investigation Procedures and Reporting Procedures; 6) Comprehensive Training Plan for all crafts and employees; 7) Personal Electronic Device (PED) procedures; 8) Operational Rule Book; 9) Efficiency Testing Plan; 10) Internal Safety Audit Procedure (FTA MAP21 Compliant); 11) Plan outlining safety meetings, hazard Management/risk mitigation. The plan shall also identify specific job titles and/or classifications and their security related duties and responsibilities. Additionally, proposers' plans shall be compliant with MAP 21 requirements, and provide a summarization that outlines their clear and comprehensive understanding of MAP 21, Title 49 CFR Parts 300-399 and 600-699, and OSHA requirements. Security Action Plan: The elements of the Security Action Plan must include - Security Rules for Employees, a Crime/Security Incident Reporting program, a Security Threat or Hazard Identification and Management program; Employee Security Awareness Training Program, Security Committee; Internal Inspection and review of facility security conditions. Proposers shall provide details in their proposal on how they intend to comply with all Civil Rights Program requirements.

**Tab 6: Required Submittal Documents**

19. Required Proposer Certifications: Each proposal shall include specific certifications that the Proposer is required to submit with their proposal as listed in Attachment B: Required Proposer Certifications and Submission Documents.

**Tab 7: Labor Code Compliance**

20. Proposers shall provide a hiring plan that will be in compliance with the California Labor Code. In accordance with California Labor Code, Sections 1070-1074. Proposers will receive a 10 percent preference from the City, as indicated in Labor Code, Section 1072(b). The City's current evaluation scoring equals 100 points; however, a Proposer may receive up to a maximum of 110 points, if the Proposer complies with Labor Code, Section 1072(b).

21. Screening and Selection Program: Proposals shall include a description of Contractor's employee hiring procedures, screening, and selection process, criminal background screening process, and substance abuse screening program. Proposals shall include a description of the Contractor's employee turnover experience during the last three years.

22. Proposed Staffing Plan: The Proposer shall include a complete description of its proposed staffing plan for the operation of MAX and DAR services. The staffing plan should include the relationship this operation would have to the Contractor's overall operation, the specific management plan for Madera, and the identification of specific management/supervisory personnel who would be assigned to the City's account and their qualifications.

The Proposer's staffing plan shall indicate all management and staff employee positions, the number of full-time equivalent employees at each position (a full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. The staffing plan should be specific to each of the three years contemplated in the Agreement.

The staffing plan must include a resume of the proposed General Manager that shows all relevant education, training and experience. Proposer should also describe other key management personnel to the extent that their particular experience, skill and availability will affect the performance of this contract.

Proposer should include an organization chart and provide an explanation of the relationship of the project team to the Proposer's corporate entity, including the specific areas of corporate support to be provided to the City.

Proposer should submit a description of the employee benefit package that will be provided including any incentive or motivational programs.

Contractor is required to comply with Title 49 U.S.C. Section 5333(b) (also known as Section 13 (c) of the Federal Transit Act) and implementing DOL guidelines, Section 5333(b), Federal Transit Law, 29 CFR Part 215, as amended, and specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the City, the provisions of the Agreement require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project." The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified.

The Collective Bargaining Agreement (4/20/17 – 6/30/22) between the current Contractor and Amalgamated Transit Union (ATU), Local 1027, AFL-CIO, CLC located at 839 N. Fulton Street, Fresno, CA 93728 reflects the following wage scales and benefits for dispatchers and drivers through 2021:

Wages - Dispatchers

| Position[1] | 7/1/2018 | 7/1/2019 | 7//1/2020 | 7/1/2021 |
|---|---|---|---|---|
| New Hire | $12.98 | $13.24 | $15.03 | $16.01 |
| 1+ years | $15.16 | $15.46 | $17.55 | $18.69 |

[1] ATU Labor Agreement does not differentiate Dispatch Positions

| | | | | |
|---|---|---|---|---|
| 2+ years | $15.46 | $15.77 | $17.90 | $19.06 |
| 3+ years | $15.77 | $16.09 | $18.26 | $19.44 |
| 4+ years | $16.09 | $16.41 | $18.62 | $19.83 |
| 5+ years | $16.41 | $16.74 | $19.00 | $20.23 |

Trainers selected by the Company shall be paid an additional $.50 per hour providing such training.

Wages - Drivers

| Drivers Years of Service | 7/1/2018 | 7/1/2019 | 7//1/2020 | 7/1/2021 |
|---|---|---|---|---|
| Start | $11.65 | $12.12 | $15.00 | $16.05 |
| 1+ Years | $12.27 | $12.76 | $15.79 | $16.90 |
| 2+ Years | $12.91 | $13.43 | $16.62 | $17.79 |
| 3+ Years | $13.36 | $13.90 | $17.21 | $18.41 |
| 4+ Years | $13.68 | $14.23 | $17.61 | $18.84 |
| 5+ Years | $14.58 | $15.16 | $18.77 | $20.08 |
| 6+ Years | $15.15 | $15.75 | $19.50 | $20.87 |
| 7+ Years | $16.49 | $17.15 | $21.23 | $22.72 |
| 8+ Years | $16.88 | $17.55 | $21.73 | $23.25 |
| 9+ Years | $18.85 | $19.61 | $24.27 | $25.97 |

ELIGIBILITY: The Company shall provide group health, dental, and vision insurance for all regular, full time employees covered under this agreement. Employees shall be eligible for any plan on the first day of the month following their probationary period as defined per the approved labor agreement.

MEDICAL CONTRIBUTIONS: Full-time employees and their families will be eligible for health insurance at the start of the first month following completion of the probationary period and meeting full-time status. Contractor will contribute seventy-five percent (75%) of the total monthly premium for employee coverage only as defined in current labor agreement.

DENTAL: Full-time employees and their families will be eligible for dental insurance at the start of the first month following the probationary period as an employee and meeting full time

status. The employee shall pay premiums for dental insurance.

A copy of the complete First Transit, Inc. Labor Agreement can be found as Exhibit 11.

EVALUATION FACTORS: Proposer's hiring and staffing plan must be in compliance with the California Labor Code; specifically, in accordance with Labor Code Section 1070-1074: 1) The Proposer shall declare as part of the proposal whether or not employees of the prior Contractor or Subcontractor are to be retained for a period of not less than 90 days. 2) MTD shall give a 10 percent preference to any proposer who agrees to retain the employees of the prior Contractor or Subcontractor.

**Tab 8: Cost Proposal**
**(in separate sealed envelope)**

23. Resource Allocation/Cost Proposal Form: A detailed budget breakdown must be submitted using the "Cost Proposal Form" provided in Attachment A. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Cost Proposal Form. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested might result in rejection of the proposal.

A cost breakdown and total cost shall be presented for the following three-year base period and two optional extension years:

| | |
|---|---|
| Base Period: | 10-01-18 to 6-30-19 |
| | 7-01-19 to 6-30-20 |
| | 7-01-20 to 6-30-21 |
| Option Period: | 7-01-21 to 6-30-22 |
| | 7-01-22 to 6-30-23 |

EVALUATION FACTORS: Cost proposals will be evaluated after the completion of the technical review. Scores will be higher based on the value of the overall cost proposal and how accurately the proposed cost reflects the anticipated cost for the services requested. This is a best value contract and as such, MTD is looking for proposals that increase operational efficiency at a cost that is commensurate with the level of service that is proposed. MTD will consider the three-year option pricing when evaluating the overall cost proposal and the total number of points awarded under this category will be based on the overall cost proposal, including the evaluated option pricing.

All cost proposals shall be submitted on the forms provided in Attachment A. Any deviation will be grounds for disqualification.

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**Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

**Ineligible Proposers**
By submitting a proposal, the Proposer certifies that its name (as well as the name of any proposed subcontractors) does not appear on the Comptroller General's List of Ineligible Proposers for federally-assisted projects.

Proposer certifies by submission of a response to this RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.

**Exceptions and Alternatives**
Proposers may not take exception or make alterations to any requirement of the RFP. If an alternative proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements of this RFP. The City expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in the City's best interest.

Since the City desires to enter into one contract to provide all services, only those proposals to provide all services shall be considered responsive.

**Proposer Representations**
In submitting a proposal, the Proposer affirms that Proposer is familiar with all requirements of the RFP and is sufficiently informed in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that Proposer has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the Proposer and are a complete statement of Proposer prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The Proposer waives any claim for the return of Proposer bidder's security, if on account of errors or omissions claimed to have been made in the proposal, or for any other reason, the Proposer should refuse or fail to execute a contract with the City. The above provisions shall apply equally to any proposal modifications submitted by Proposer in a "best and final" offer.

**Pre-Contractual Expenses**
Pre-contractual expenses are defined as expenses incurred by Proposer in (1) preparing the proposal in response to this RFP; (2) submitting the proposal to the City; (3) negotiating with the City on any matter related to this RFP; (4) any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer. Proposer shall not include any such expenses as a part of the price proposed in response to this RFP.

**Compliance with Federal Laws and Requirements**
This project is financed in part with funding received under Section 5307 of the Federal Transit Act. By submitting a proposal, Proposer certifies that Proposer will comply with all federal laws and requirements including, but not limited to, Equal Employment Opportunity; Disadvantaged Business Enterprise; Labor Protection; Americans with Disabilities Act; Title VI of the Civil Rights Act; Buy America; Environmental Protection; Energy Conservation; Drug and Alcohol Testing Requirements; Charter Service Operations; School Bus Operations; Clean Water Requirements; Recycled Products; No Government Obligations to Third Parties; Program Fraud or Fraudulent Statements; Integrity; Federal Changes; Access to Records and Reports; Termination; Privacy Act; Lobbying, and other laws and regulations applicable to contracts utilizing federal funds.

**Labor Protection Requirements**
This project is subject to the provisions of Title 49 U.S.C. Section 5333(b), as amended, and specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the City. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project". The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified. Said employees shall be rehired at not less than their current level of salary (or wages) and benefits.

## VII. EVALUATION PROCESS AND SCORING

**Award Determination**
The Contract resulting from this RFP will be awarded to the responsive and responsible PROPOSER whose proposal, conforming to the requirements of the RFP, is determined to be the Overall Best Value to MTD based on the RFP and its evaluation criteria. Accordingly, MTD may not necessarily make an award to the Proposer with the highest technical evaluation determination or with the lowest cost, as doing so would not be the Overall Best Value decision for MTD.

Proposals will be evaluated based upon the information provided in response to the RFP. A Source Selection Committee (SSC) will be established of individuals with experience and expertise deemed relevant in order to evaluate the submissions. The SSC may include representatives from MTD, both voting and non-voting members (Technical Advisors), representatives from other agencies, and the general public.

The City's Procurement Services Manager will review each proposal for completeness and responsiveness to the request for proposals. The evaluation/selection process may consist of two phases; (1) an evaluation of all written proposals that the City concludes to be responsible and responsive; and (2) if deemed necessary, a second phase of oral interviews with the top contending qualified proposer(s).

An evaluation of written proposals will be completed by the SSC. Should the City desire to conduct oral interviews, those interviews will be tentatively scheduled for the week of July 16. Interviews and/or negotiations may or may not be conducted with Proposers. Following either selection phase, the City will issue, as it determines necessary, a "Notification of Request for Best and Final Offer" on the tentatively scheduled date of Monday, July 30, 2018.

The City's SSC will make recommendations regarding selection to the City's Procurement Services Manager based on its evaluation of written proposals and best and final offers using the criteria below. The City will then prepare a Notice to Award and associated Council agenda item to award the contract on or about Wednesday, September 5, 2018.

MTD reserves the right to request clarification and/or request additional information from the Proposer if necessary. Such clarifications and/or additional information shall be provided by the Proposer as an Addendum to their submission upon request from the Purchasing Manager. However, since MTD has

no obligation to seek additional information, Proposers are advised to provide complete information in their proposal., Proposer is advised to provide its submission without the expectation of MTD to exercise any of the options.

Proposals will be evaluated based on the following criteria with the indicated weight and with each component, and are listed in their relative order of importance.

1) Training, Safety and Regulatory Compliance (20%)
2) Technical Approach (25%)
3) Qualifications and Key Personnel (10%)
4) Productivity Commitment (10%)
5) Past Performance (10%)
6) Labor Code Compliance (10%)
7) Cost (15%)

Proposal Scoring and Evaluation Scoring

| | Relative Weight |
|---|---|
| **1. Qualifications and Key Personnel** | **10 Percent** |
| a. Corporate Qualifications and Experience | |
| b. Key Personnel Qualifications | |
| c. Key Personnel Experience | |
| d. Overall financial strength and financial stability of company | |
| e. Insurance and risk assessment | |
| **2. Past Performance** | **10 Percent** |
| a. Scope Relevancy | |
| b. Magnitude Relevancy | |
| c. Complexities Relevancy | |
| **3. Technical Approach** | **25 Percent** |
| a. General Approach | |
| b. Organizational fit to Madera operations | |
| c. Demonstrated successful experience in similar projects | |
| d. Demonstrated understanding of City of Madera requirements | |
| e. Demonstrated reporting capability and software (including review of sample reports provided) | |
| f. Capacity and technical expertise available for current/potential enhancements | |
| i. Transit onboard vehicle video surveillance | |
| ii. Dispatching methodology and appropriate software | |
| iii. MAX Fixed-Route Operational Plan. Fixed-route configuration | |
| iv. DAR Operational Plan | |
| v. ADA Complementary Paratransit Services Plan | |
| vi. Marketing, advertising and public information dissemination | |

Proposal Scoring and Evaluation Criteria (continued)

| | |
|---|---|
| **4. Productivity Commitment** | **10 Percent** |
| a. Productive/Revenue Hours Worked per Vehicle Operator | |
| b. DAR Revenue Passengers per Revenue Hour | |
| **5. Training, Safety, and Regulatory Compliance** | **20 Percent** |
| a. Training Plan and Programs<br>i. Drivers<br>ii. Dispatchers<br>iii. Management | |
| b. Operator Rule Books | |
| c. Emergency Management Plan | |
| d. Safety and Security Programs and Plans | |
| e. Civil Rights Program | |
| f. Demonstrated commitment to customer service | |
| **6. Labor Code Compliance** | **10 Percent** |
| a. Commitment to equitable labor management | |
| **7. Cost Proposal** | **15 Percent** |
| | |
| **8. CA Labor Code 1070 Preference Points** | |
| **TOTAL** | |

As previously stated an award under this RFP will not be based solely on the lowest price but best value. If an award is made, it will go to the Proposer(s) with the best overall proposal based on the criteria indicated above. The successful proposal will be competitively priced and provide for quality services to meet the City's transit needs.

## VIII. CONTRACT TERM

The City of Madera intends to enter into an Agreement with a Contractor for provision of fixed-route, ADA Complimentary Paratransit, and demand-responsive services for a term that shall begin on October 1, 2018 and terminate on June 30, 2021, with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one-year terms.

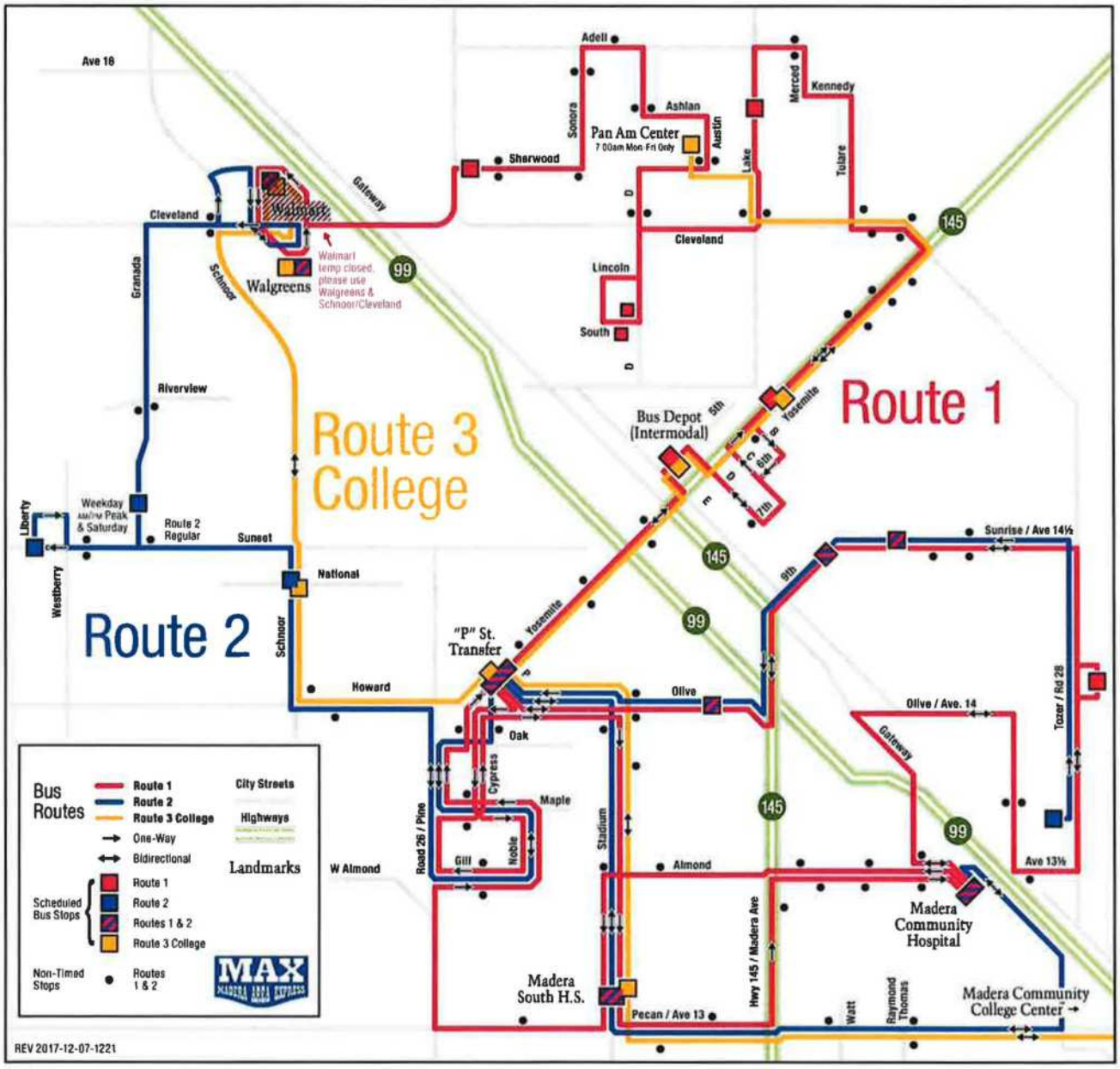
## IX. PROPOSED RFP SCHEDULE

The following is the proposed schedule for selection of a Contractor and initiation of a new service contract:

| Date | Task |
|---|---|
| May 30, 2018 (Wednesday) | RFP released |
| June 11, 2018 (Monday) | Non-mandatory Pre-Proposal Conference at 205 West Fourth St., Madera, California, City Hall Council Chambers at 11:00 A.M. |
| June 25, 2018 (Monday) | Final day to submit questions in writing. |
| July 9, 2018 (Monday) | Proposals due to City by 3:00 P.M., PDT with non-public opening |
| July 16, 2018 (week of) | As needed, interviews to be conducted |
| July 16, 2018 (Monday) | Notification of request for Best and Final Offers |
| July 30, 2018 (Monday) | BAFO due to City by 4:00 P.M., PDT |
| August 7, 2018 (Tuesday) | Review Committee process completed |
| August 15, 2018 (Wednesday) | Notification of intent to award |
| September 5, 2018, 2018 (Wednesday) | Council agenda item to award |
| September 7, 2018 (Friday) | Execute award |
| September 10, 2018 (Monday) | Turnover procedures initiated and audit conducted (as needed) |
| October 1, 2018 | Service begins |

Final selection and award of the contract will be made by the Madera City Council, at its meeting scheduled on Wednesday, September 5, 2018, at the Madera City Council Chambers, located at 205 West 4th Street, Madera, CA.

# Exhibit 1
# MAX Fixed-Route Map
# &
# MAX Schedule



# Exhibit 1

REV. 2018-07-17-1239

## ROUTE 1 WEEKDAYS

| | SOUTHBOUND | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Walgreens** *DEPARTURE* | 7:00 AM | 7:30 AM | 8:00 AM | 8:30 AM | 9:00 AM | 9:30 AM | 10:00 AM | 10:30 AM | 11:00 AM | 11:30 AM | 12:00 PM | 12:30 PM | 1:00 PM | 1:30 PM | 2:00 PM | 2:30 PM | 3:00 PM | 3:30 PM | 4:00 PM | 4:30 PM | 5:00 PM | 5:30 PM |
| **Sherwood–Big Lots** | 7:05 AM | 7:35 AM | 8:05 AM | 8:35 AM | 9:05 AM | 9:35 AM | 10:05 AM | 10:35 AM | 11:05 AM | 11:35 AM | 12:05 PM | 12:35 PM | 1:05 PM | 1:35 PM | 2:05 PM | 2:35 PM | 3:05 PM | 3:35 PM | 4:05 PM | 4:35 PM | 5:05 PM | 5:35 PM |
| **Bridge Store–South & D Street** | 7:12 AM | 7:42 AM | 8:12 AM | 8:42 AM | 9:12 AM | 9:42 AM | 10:12 AM | 10:42 AM | 11:12 AM | 11:42 AM | 12:12 PM | 12:42 PM | 1:12 PM | 1:42 PM | 2:12 PM | 2:42 PM | 3:12 PM | 3:42 PM | 4:12 PM | 4:42 PM | 5:12 PM | 5:42 PM |
| **1600 N. Lake St.–Madera Garden Apt.** | 7:17 AM | 7:47 AM | 8:17 AM | 8:47 AM | 9:17 AM | 9:47 AM | 10:17 AM | 10:47 AM | 11:17 AM | 11:47 AM | 12:17 PM | 12:47 PM | 1:17 PM | 1:47 PM | 2:17 PM | 2:47 PM | 3:17 PM | 3:47 PM | 4:17 PM | 4:47 PM | 5:17 PM | 5:47 PM |
| **Yosemite & Flume St.** | 7:25 AM | 7:55 AM | 8:25 AM | 8:55 AM | 9:25 AM | 9:55 AM | 10:25 AM | 10:55 AM | 11:25 AM | 11:55 AM | 12:25 PM | 12:55 PM | 1:25 PM | 1:55 PM | 2:25 PM | 2:55 PM | 3:25 PM | 3:55 PM | 4:25 PM | 4:55 PM | 5:25 PM | 5:55 PM |
| **Intermodal Center Bus Station** | 7:32 AM | 8:02 AM | 8:32 AM | 9:02 AM | 9:32 AM | 10:02 AM | 10:32 AM | 11:02 AM | 11:32 AM | 12:02 PM | 12:32 PM | 1:02 PM | 1:32 PM | 2:02 PM | 2:32 PM | 3:02 PM | 3:32 PM | 4:02 PM | 4:32 PM | 5:02 PM | 5:32 PM | 6:02 PM |
| **P Street & Yosemite** *TRANSFER* | 7:37 AM | 8:07 AM | 8:37 AM | 9:07 AM | 9:37 AM | 10:07 AM | 10:37 AM | 11:07 AM | 11:37 AM | 12:07 PM | 12:37 PM | 1:07 PM | 1:37 PM | 2:07 PM | 2:37 PM | 3:07 PM | 3:37 PM | 4:07 PM | 4:37 PM | 5:07 PM | 5:37 PM | 6:07 PM |
| **Avenue 13 & Stadium** | 7:43 AM | — | 8:43 AM | — | 9:43 AM | — | 10:43 AM | — | 11:43 AM | — | 12:43 PM | — | 1:43 PM | — | 2:43 PM | — | 3:43 PM | — | 4:43 PM | — | 5:43 PM | — |
| **Madera Hospital** | 7:50 AM | — | 8:50 AM | — | 9:50 AM | — | 10:50 AM | — | 11:50 AM | — | 12:50 PM | — | 1:50 PM | — | 2:50 PM | — | 3:50 PM | — | 4:50 PM | — | 5:50 PM | — |
| **Olive & Martin Ave.** | — | 8:10 AM | — | 9:10 AM | — | 10:10 AM | — | 11:10 AM | — | 12:10 PM | — | 1:10 PM | — | 2:10 PM | — | 3:10 PM | — | 4:10 PM | — | 5:10 PM | — | 6:10 PM |
| **9th Street & C Street** | — | 8:15 AM | — | 9:15 AM | — | 10:15 AM | — | 11:15 AM | — | 12:15 PM | — | 1:15 PM | — | 2:15 PM | — | 3:15 PM | — | 4:15 PM | — | 5:15 PM | — | 6:15 PM |
| **County Complex Rd 28** | — | 8:19 AM | — | 9:19 AM | — | 10:19 AM | — | 11:19 AM | — | 12:19 PM | — | 1:19 PM | — | 2:19 PM | — | 3:19 PM | — | 4:19 PM | — | 5:19 PM | — | 6:19 PM |
| **County Complex Rd 28** | 7:57 AM | — | 8:57 AM | — | 9:57 AM | — | 10:57 AM | — | 11:57 AM | — | 12:57 PM | — | 1:57 PM | — | 2:57 PM | — | 3:57 PM | — | 4:57 PM | — | 5:57 PM | — |
| **9th Street & C Street** | 8:02 AM | — | 9:02 AM | — | 10:02 AM | — | 11:02 AM | — | 12:02 PM | — | 1:02 PM | — | 2:02 PM | — | 3:02 PM | — | 4:02 PM | — | 5:02 PM | — | 6:02 PM | — |
| **Olive & Martin Ave** | 8:07 AM | — | 9:07 AM | — | 10:07 AM | — | 11:07 AM | — | 12:07 PM | — | 1:07 PM | — | 2:07 PM | — | 3:07 PM | — | 4:07 PM | — | 5:07 PM | — | 6:07 PM | — |
| **Madera Hospital** | — | 8:26 AM | — | 9:26 AM | — | 10:26 AM | — | 11:26 AM | — | 12:26 PM | — | 1:26 PM | — | 2:26 PM | — | 3:26 PM | — | 4:26 PM | — | 5:26 PM | — | 6:26 PM |
| **Avenue 13 & Stadium** | — | 8:32 AM | — | 9:32 AM | — | 10:32 AM | — | 11:32 AM | — | 12:32 PM | — | 1:32 PM | — | 2:32 PM | — | 3:32 PM | — | 4:32 PM | — | 5:32 PM | — | 6:32 PM |
| **P Street & Yosemite** *TRANSFER* | 8:10 AM | 8:38 AM | 9:10 AM | 9:38 AM | 10:10 AM | 10:38 AM | 11:10 AM | 11:38 AM | 12:10 PM | 12:38 PM | 1:10 PM | 1:38 PM | 2:10 PM | 2:38 PM | 3:10 PM | 3:38 PM | 4:10 PM | 4:38 PM | 5:10 PM | 5:38 PM | 6:10 PM | 6:35 PM |
| **Intermodal Center Bus Station** | 8:15 AM | 8:43 AM | 9:15 AM | 9:43 AM | 10:15 AM | 10:43 AM | 11:15 AM | 11:43 AM | 12:15 PM | 12:43 PM | 1:15 PM | 1:43 PM | 2:15 PM | 2:43 PM | 3:15 PM | 3:43 PM | 4:15 PM | 4:43 PM | 5:15 PM | 5:43 PM | 6:15 PM | 6:40 PM |
| **Yosemite & Flume St.** | 8:22 AM | 8:50 AM | 9:22 AM | 9:50 AM | 10:22 AM | 10:50 AM | 11:22 AM | 11:50 AM | 12:22 PM | 12:50 PM | 1:22 PM | 1:50 PM | 2:22 PM | 2:50 PM | 3:22 PM | 3:50 PM | 4:22 PM | 4:50 PM | 5:22 PM | 5:50 PM | 6:22 PM | — |
| **1600 N. Lake St.–Madera Garden Apt.** | 8:30 AM | 8:58 AM | 9:30 AM | 9:58 AM | 10:30 AM | 10:58 AM | 11:30 AM | 11:58 AM | 12:30 PM | 12:58 PM | 1:30 PM | 1:58 PM | 2:30 PM | 2:58 PM | 3:30 PM | 3:58 PM | 4:30 PM | 4:58 PM | 5:30 PM | 5:58 PM | 6:30 PM | — |
| **Bridge Store–South & D Street** | 8:35 AM | 9:03 AM | 9:35 AM | 10:03 AM | 10:35 AM | 11:03 AM | 11:35 AM | 12:03 PM | 12:35 PM | 1:03 PM | 1:35 PM | 2:03 PM | 2:35 PM | 3:03 PM | 3:35 PM | 4:03 PM | 4:35 PM | 5:03 PM | 5:35 PM | 6:03 PM | 6:35 PM | — |
| **Sherwood–Big Lots** | 8:42 AM | 9:10 AM | 9:42 AM | 10:10 AM | 10:42 AM | 11:10 AM | 11:42 AM | 12:10 PM | 12:42 PM | 1:10 PM | 1:42 PM | 2:10 PM | 2:42 PM | 3:10 PM | 3:42 PM | 4:10 PM | 4:42 PM | 5:10 PM | 5:42 PM | 6:10 PM | 6:42 PM | — |
| **Walgreens** *ARRIVAL* | 8:46 AM | 9:14 AM | 9:46 AM | 10:14 AM | 10:46 AM | 11:14 AM | 11:46 AM | 12:14 PM | 12:46 PM | 1:14 PM | 1:46 PM | 2:14 PM | 2:46 PM | 3:14 PM | 3:46 PM | 4:14 PM | 4:46 PM | 5:14 PM | 5:46 PM | 6:14 PM | 6:46 PM | — |
| | NORTHBOUND | | | | | | | | | | | | | | | | | | | | | |

## ROUTE 2 WEEKDAYS

| | SOUTHBOUND |
|---|---|
| **Cottonwood Apts Rd. 28** *DEPARTURE* | 7:00 AM |
| **Sunrise & Lake** | 7:10 AM |
| **9th Street & C Street** | 7:12 AM |
| **Olive & Martin** | 7:15 AM |
| **P Street & Yosemite** *TRANSFER* → | |

| | SOUTHBOUND | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Walgreens** *DEPARTURE* | — | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM |
| **Granada & Sandlewood** | — | 8:05 AM | 9:05 AM | 10:05 AM | 11:05 AM | 12:05 PM | 1:05 PM | 2:05 PM | 3:05 PM | 4:05 PM | 5:05 PM |
| **Sunset & Liberty** *PEAK ONLY* | — | 8:08 AM | — | — | — | — | — | 2:08 PM | 3:08 PM | — | — |
| **Schnoor & National** | — | 8:14 AM | 9:11 AM | 10:11 AM | 11:11 AM | 12:11 PM | 1:11 PM | 2:14 PM | 3:14 PM | 4:11 PM | 5:11 PM |
| | 7:20 AM | 8:20 AM | 9:17 AM | 10:17 AM | 11:17 AM | 12:17 PM | 1:17 PM | 2:20 PM | 3:20 PM | 4:17 PM | 5:17 PM |
| **Stadium & Avenue 13** | 7:25 AM | 8:25 AM | 9:22 AM | 10:22 AM | 11:22 AM | 12:22 PM | 1:22 PM | 2:25 PM | 3:25 PM | 4:22 PM | 5:22 PM |
| **Madera Hospital** *ARRIVAL* | 7:29 AM | 8:29 AM | 9:26 AM | 10:26 AM | 11:26 AM | 12:26 PM | 1:26 PM | 2:29 PM | 3:29 PM | 4:26 PM | 5:26 PM |
| **Madera Hospital** *DEPARTURE* | 7:30 AM | 8:30 AM | 9:30 AM | 10:30 AM | 11:30 AM | 12:30 PM | 1:30 PM | 2:30 PM | 3:30 PM | 4:30 PM | 5:30 PM |
| **Stadium & Avenue 13** | 7:36 AM | 8:36 AM | 9:36 AM | 10:36 AM | 11:36 AM | 12:36 PM | 1:36 PM | 2:39 PM | 3:39 PM | 4:36 PM | 5:36 PM |
| **P Street & Yosemite** *TRANSFER* | 7:42 AM | 8:42 AM | 9:42 AM | 10:42 AM | 11:42 AM | 12:42 PM | 1:42 PM | 2:45 PM | 3:45 PM | 4:42 PM | 5:42 PM |
| **Schnoor & National** | 7:46 AM | 8:46 AM | 9:46 AM | 10:46 AM | 11:46 AM | 12:46 PM | 1:46 PM | 2:49 PM | 3:49 PM | 4:46 PM | 5:46 PM |
| **Sunset & Liberty** | 7:51 AM | 8:51 AM | — | — | — | — | — | 2:54 PM | 3:54 PM | — | — |
| **Granada & Sandlewood** | 7:54 AM | 8:54 AM | 9:49 AM | 10:49 AM | 11:49 AM | 12:49 PM | 1:49 PM | 2:57 PM | 3:57 PM | 4:49 PM | 5:49 PM |
| **Walgreens** *ARRIVAL* | 7:59 AM | 8:59 AM | 9:54 AM | 10:54 AM | 11:54 AM | 12:54 PM | 1:54 PM | 2:59 PM | 3:59 PM | 4:54 PM | 5:54 PM |
| | NORTHBOUND | | | | | | | | | | |

## ROUTE 1 SATURDAY

| | SOUTHBOUND | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Walgreens *DEPARTURE* | — | 10:00 AM | 10:30 AM | 11:00 AM | 11:30 AM | 12:00 PM | 12:30 PM | 1:00 PM | 1:30 PM | 2:00 PM | 2:30 PM | 3:00 PM |
| Sherwood–Big Lots | — | 10:05 AM | 10:35 AM | 11:05 AM | 11:35 AM | 12:05 PM | 12:35 PM | 1:05 PM | 1:35 PM | 2:05 PM | 2:35 PM | 3:05 PM |
| Bridge Store–South & D Street | — | 10:12 AM | 10:42 AM | 11:12 AM | 11:42 AM | 12:12 PM | 12:42 PM | 1:12 PM | 1:42 PM | 2:12 PM | 2:42 PM | 3:12 PM |
| 1600 N. Lake St.–Madera Garden Apt. | — | 10:17 AM | 10:47 AM | 11:17 AM | 11:47 AM | 12:17 PM | 12:47 PM | 1:17 PM | 1:47 PM | 2:17 PM | 2:47 PM | 3:17 PM |
| Yosemite & Flume St. | — | 10:25 AM | 10:55 AM | 11:25 AM | 11:55 AM | 12:25 PM | 12:55 PM | 1:25 PM | 1:55 PM | 2:25 PM | 2:55 PM | 3:25 PM |
| Intermodal Center Bus Station | — | 10:32 AM | 11:02 AM | 11:32 AM | 12:02 PM | 12:32 PM | 1:02 PM | 1:32 PM | 2:02 PM | 2:32 PM | 3:02 PM | 3:32 PM |
| P Street & Yosemite *TRANSFER* | 9:07 AM | 10:37 AM | 11:07 AM | 11:37 AM | 12:07 PM | 12:37 PM | 1:07 PM | 1:37 PM | 2:07 PM | 2:37 PM | 3:07 PM | 3:37 PM |
| Avenue 13 & Stadium | — | 10:43 AM | — | 11:43 AM | — | 12:43 PM | — | 1:43 PM | — | 2:43 PM | — | 3:43 PM |
| Madera Hospital | — | 10:50 AM | — | 11:50 AM | — | 12:50 PM | — | 1:50 PM | — | 2:50 PM | — | 3:50 PM |
| Olive & Martin Ave. | 9:10 AM | — | 11:10 AM | — | 12:10 PM | — | 1:10 PM | — | 2:10 PM | — | 3:10 PM | — |
| 9th Street & C Street | 9:15 AM | — | 11:15 AM | — | 12:15 PM | — | 1:15 PM | — | 2:15 PM | — | 3:15 PM | — |
| County Complex Rd 28 | 9:19 AM | — | 11:19 AM | — | 12:19 PM | — | 1:19 PM | — | 2:19 PM | — | 3:19 PM | — |
| County Complex Rd 28 | — | 10:57 AM | — | 11:57 AM | — | 12:57 PM | — | 1:57 PM | — | 2:57 PM | — | 3:57 PM |
| 9th Street & C Street | — | 11:02 AM | — | 12:02 PM | — | 1:02 PM | — | 2:02 PM | — | 3:02 PM | — | 4:02 PM |
| Olive & Martin Ave | — | 11:07 AM | — | 12:07 PM | — | 1:07 PM | — | 2:07 PM | — | 3:07 PM | — | 4:07 PM |
| Madera Hospital | 9:26 AM | — | 11:26 AM | — | 12:26 PM | — | 1:26 PM | — | 2:26 PM | — | 3:26 PM | — |
| Avenue 13 & Stadium | 9:32 AM | — | 11:32 AM | — | 12:32 PM | — | 1:32 PM | — | 2:32 PM | — | 3:32 PM | — |
| P Street & Yosemite *TRANSFER* | 9:38 AM | 11:10 AM | 11:38 AM | 12:10 PM | 12:38 PM | 1:10 PM | 1:38 PM | 2:10 PM | 2:38 PM | 3:10 PM | 3:38 PM | 4:10 PM |
| Intermodal Center Bus Station | 9:43 AM | 11:15 AM | 11:43 AM | 12:15 PM | 12:43 PM | 1:15 PM | 1:43 PM | 2:15 PM | 2:43 PM | 3:15 PM | 3:43 PM | — |
| Yosemite & Flume St. | 9:50 AM | 11:22 AM | 11:50 AM | 12:22 PM | 12:50 PM | 1:22 PM | 1:50 PM | 2:22 PM | 2:50 PM | 3:22 PM | — | — |
| 1600 N. Lake St.–Madera Garden Apt. | 9:58 AM | 11:30 AM | 11:58 AM | 12:30 PM | 12:58 PM | 1:30 PM | 1:58 PM | 2:30 PM | 2:58 PM | 3:30 PM | — | — |
| Bridge Store–South & D Street | 10:03 AM | 11:35 AM | 12:03 PM | 12:35 PM | 1:03 PM | 1:35 PM | 2:03 PM | 2:35 PM | 3:03 PM | 3:35 PM | — | — |
| Sherwood–Big Lots | 10:10 AM | 11:42 AM | 12:10 PM | 12:42 PM | 1:10 PM | 1:42 PM | 2:10 PM | 2:42 PM | 3:10 PM | 3:42 PM | — | — |
| Walgreens *ARRIVAL* | 10:14 AM | 11:46 AM | 12:14 PM | 12:46 PM | 1:14 PM | 1:46 PM | 2:14 PM | 2:46 PM | 3:14 PM | 3:46 PM | — | — |
| | NORTHBOUND | | | | | | | | | | | |

## ROUTE 2 SATURDAY

| | SOUTHBOUND | | | | | | |
|---|---|---|---|---|---|---|---|
| **Walgreens** *DEPARTURE* | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM |
| **Granada & Sandlewood** | 9:05 AM | 10:05 AM | 11:05 AM | 12:05 PM | 1:05 PM | 2:05 PM | 3:05 PM |
| **Sunset & Liberty** | 9:08 AM | 10:08 AM | 11:08 AM | 12:08 PM | 1:08 PM | 2:08 PM | 3:08 PM |
| **Schnoor & National** | 9:11 AM | 10:11 AM | 11:11 AM | 12:11 PM | 1:11 PM | 2:14 PM | 3:14 PM |
| **P Street & Yosemite** *TRANSFER* | 9:17 AM | 10:17 AM | 11:17 AM | 12:17 PM | 1:17 PM | 2:20 PM | 3:20 PM |
| **Stadium & Avenue 13** | 9:22 AM | 10:22 AM | 11:22 AM | 12:22 PM | 1:22 PM | 2:25 PM | 3:25 PM |
| **Madera Hospital** *ARRIVAL* | 9:26 AM | 10:26 AM | 11:26 AM | 12:26 PM | 1:26 PM | 2:29 PM | 3:29 PM |
| **Madera Hospital** *DEPARTURE* | 9:30 AM | 10:30 AM | 11:30 AM | 12:30 PM | 1:30 PM | 2:30 PM | 3:30 PM |
| **Stadium & Avenue 13** | 9:36 AM | 10:36 AM | 11:36 AM | 12:36 PM | 1:36 PM | 2:36 PM | 3:36 PM |
| **P Street & Yosemite** *TRANSFER* | 9:42 AM | 10:42 AM | 11:42 AM | 12:42 PM | 1:42 PM | 2:42 PM | 3:42 PM |
| **Schnoor & National** | 9:46 AM | 10:46 AM | 11:46 AM | 12:46 PM | 1:46 PM | 2:46 PM | — |
| **Sunset & Liberty** | 9:51 AM | 10:51 AM | 11:51 AM | 12:51 PM | 1:51 PM | 2:51 PM | — |
| **Granada & Sandlewood** | 9:54 AM | 10:54 AM | 11:54 AM | 12:54 PM | 1:54 PM | 2:54 PM | — |
| **Walgreens** *ARRIVAL* | 9:59 AM | 10:59 AM | 11:59 AM | 12:59 PM | 1:59 PM | 2:59 PM | — |
| | NORTHBOUND | | | | | | |

## Exhibit 1

# Route 3 College

MON—FRI
7AM - 5PM

**SOUTHBOUND**

Departs from Walgreens at 15 minutes past every hour.

**NORTHBOUND**

Departs from MCCC at 47 minutes past every hour.

COLLEGE ROUTE STOPS INCLUDE:

a. Walgreens
b. Schnoor and National
c. P Street (Transfer Point)
d. Madera High South Campus
e. Madera Community College Center

*There is a one-time morning connection express from the Pan Am Center at 7am. Transfer at P Street to get to the College. The rest of the day, get on a Route 1 bus and transfer at P Street.*

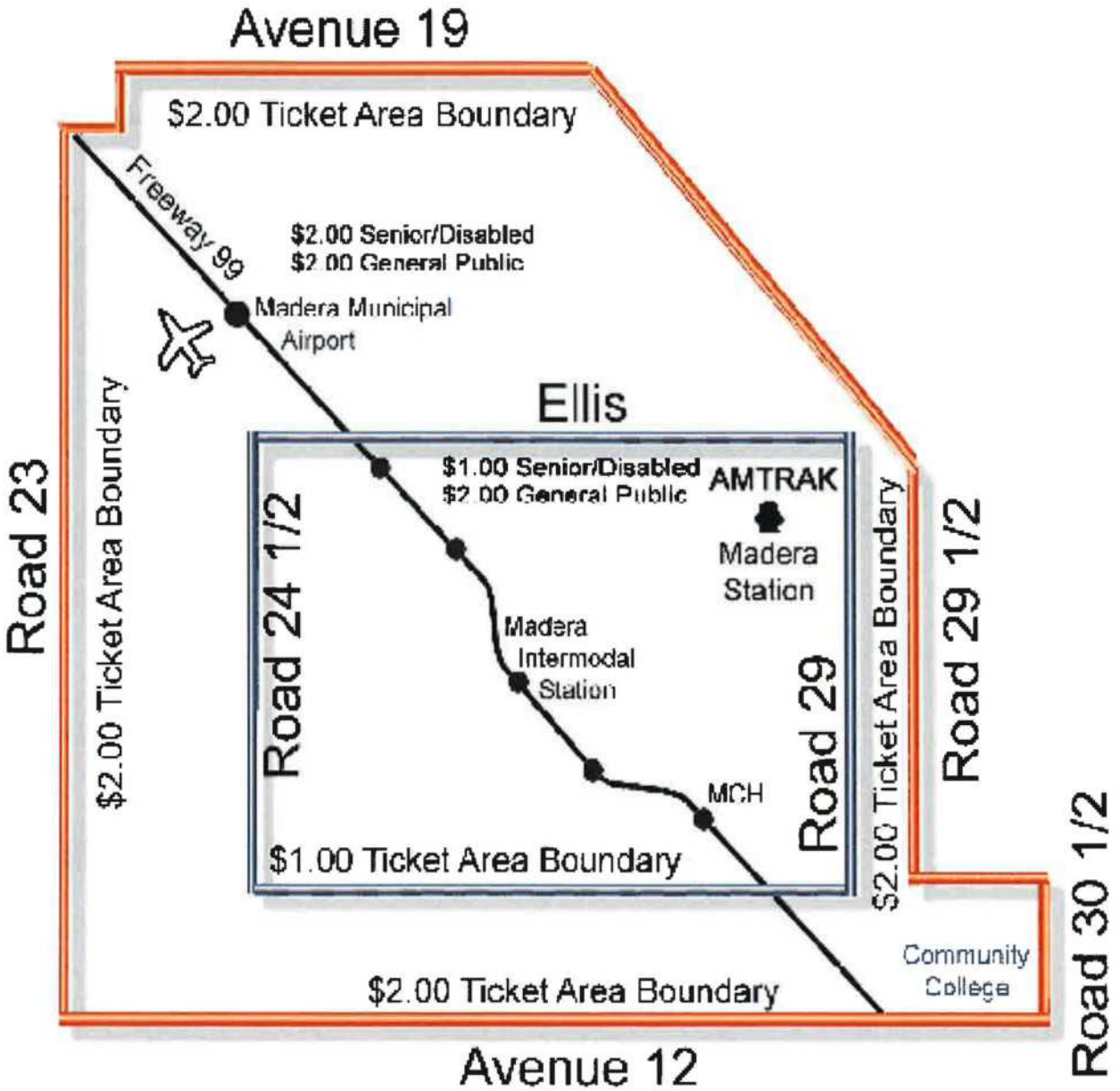
**Southbound**

| | | | | | |
|---|---|---|---|---|---|
| Walgreens - Departure | 7:15 AM | 8:15 AM | 9:15 AM | Buses continue on same schedule every hour through last bus of the day | 5:15 PM |
| Schnoor - National | 7:20 AM | 8:20 AM | 9:20 AM | | 5:20 PM |
| P Street -Yosemite - Transfer Point | 7:25 AM | 8:25 AM | 9:25 AM | | 5:25 PM |
| South Campus | 7:28 AM | 8:28 AM | 9:28 AM | | 5:28 PM |
| MCCC Arrival | 7:43 AM | 8:43 AM | 9:43 AM | | 5:43 PM |

**Northbound**

| | | | | | |
|---|---|---|---|---|---|
| MCCC Departure | 7:47 AM | 8:47 AM | 9:47 AM | Buses continue on same schedule every hour through last bus of the day | 5:47 PM |
| South Campus | 8:00 AM | 9:00 AM | 10:00 AM | | 6:00 PM |
| P Street -Yosemite - Transfer Point | 8:04 AM | 9:04 AM | 10:04 AM | | 6:04 PM |
| Schnoor - National | 8:07 AM | 9:07 AM | 10:07 AM | | 6:07 PM |
| Walgreens - Arrival | 8:13 AM | 9:13 AM | 10:13 AM | | 6:13 PM |

**Exhibit 2**
**Dial-A-Ride Service Area**
**&**
**Brochure (including ADA Complementary Paratransit)**



## ¿Que es el Servicio de Dial-A-Ride?

Madera Dial-A-Ride (DAR) es un servicio dedicado para server el publico general. Ofrece servicio a su bordillo y responde a la demanda de la población. El sistema es administrado por la Ciudad de Madera. Corre un radio de aproximadamente cinco millas del centro de Madera. Este servicio puede ser utilizado para server varias de sus necesidades de transporte, pero no para emergencias, o con propósitos medicales críticos. Todos los vehículos son equipados para sillas de rueda.

## ¿Como Puedo Recibir Servicios?

Para hacer una reservación, llame al:

661-RIDE (661-7433)

| | |
|---|---|
| Lunes - Viernes | 7:00 A.M. - 6:30 P.M. |
| Sábado | 9:00 A.M. - 4:00 P.M. |
| Domingo | 8:30 A.M. - 2:30 P.M. |

(*Su reservación es requerida antes de las 3:00 P.M. el sábado.)

De la siguiente información:

- Domicilio de origen.
- Domicilio de su destino final.
- La hora deseada de ser levantado u hora de cita.
- Numero de personas viajando con usted.
- Cualquier necesidad en especial que pueda tener.
- Numero de teléfono donde pueda ser llamado (casa o celular, no oficina del medico).

## Reservaciones

Recomendamos que pasajeros hablen con un día de anticipo; pero pueden llamar por lo menos dos horas por adelantado el mismo día, y serán despachados si hay espacio disponible. El despacho central le dará un horario estimado de ser levantado, (la hora actual puede variar por 15 minutos mas o menos). Por favor este listo 15 minutes antes. El autobús no puede esperar más de cinco minutos. Sin no va a necesitar los servicios, por favor de cancelar su reservación temprano. Solamente el centro del despache puede hacer cambios de horario y no el conductor del autobús.

## ¿Puedo Hacer Viajes Regularmente?

Si—Puede hacer reservaciones para citas que tenga regularmente entre la semana (la misma hora del día o semana). Puede hacer su reservación llamando al centro de despache. Sus viajes serían automáticamente hasta que cambiara o cancelara su horario. Por favor de llamar y cancelar su reservación con el servicio Dial-A-Ride si no necesita los servicios. Si no se presenta a tres de sus reservaciones regulares, su reservación será cancelada de la lista de subscripción.

## No Hay Servicio en los Días Festivos

| | |
|---|---|
| Año Nuevo | Día del Trabajador |
| Día Conmemorativo de los Caídos | Día de Acción de Gracias |
| 4 de Julio—La Independencia | Navidad |

## Tarifa

Dinero en efectivo:

| | |
|---|---|
| Publico General-ciudad y condado | $2.00 |
| Estudiante del Colegio Comunitario | $1.00 |
| Niños menores de un año | Gratis |
| Ancianos (60+) y Incapacitados: | |
| Ciudad | $1.00* |
| Condado | $2.00** |

Boletos:

| | | |
|---|---|---|
| Publico General | Libro de 20 - | $20.00 |
| Incapacitados | Libro de 10 - | $9.00 |
| Ancianos | Libro de 10 - | $5.00*** |

* Comenzando o terminando entre límites de la ciudad

** Comenzando o terminando en áreas sur de la Avenida 13, este de Road 29, norte del camino Ellis y oeste del camino 24 1/2

*** Una donación es sugerida en los centros Pan-Am y Frank A. Bergon

Nota: Formas de ID aceptables para recibir precios reducidos son tarjeta para ancianos del Departamento del DMV o tarjetas de elegibilidad de ADA-paratransito.

## Taquillas— Compra de Pases y Boletos

| | |
|---|---|
| Centro Intermodal | 123 norte Calle "E" |

Boletos para Ancianos solamente:

| | |
|---|---|
| Pan-Am Center | 703 este de Sherwood Way |
| Frank A. Bergon Center | 230 sur Calle "D" |

## ADA Elegibilidad y Certificación

Pasajeros que no puedan abordar con facilidad o no tienen acceso a la ruta-fija debido a incapacidad, pueden aplicar para obtener certificación especial con Dial-A-Ride. De acuerdo con el acto de americanos con incapacidad (ADA) que califiquen recibirán prioridad de servicio Dial-A-Ride. Aplicaciones son disponibles al 123 norte de la Calle "E". Tiene que ser llena por completo y aprobada para calificar. Tarjetas de elegibilidad ADA-paratransito serán otorgadas a pasajeros que califiquen.

## Reglas de Cortesía Para Los Pasajeros de DAR

1. Por favor este listo cuando el autobús llegue.
2. No se permite fumar.
3. No puede comer o beber en el autobús.
4. Deposite su tarifa exacta, los conductores no cargan cambio.
5. Deposite su tarifa o boleto en la caja al bordar.
6. No es permitido a los conductores de entrar a su casa o negocio.
7. Niños menores de cinco anos deben ser acompañados por un adulto.
8. Llame para cancelar su reservación, cuando no necesite transporte.
9. Sillas de ruedas tienen que estar aseguradas con cinturones son disponibles para su conveniencia.
10. Animales de servicio son permitidos para pasajeros con incapacidades pero deben ser controlados a todo tiempo por el pasajero.
11. Se permiten—máximo de 3 bolsas de mandado.

[updated June 2015]

# Madera

# Dial-A-Ride



## 661-RIDE

## (661-7433)

**www.cityofmadera.ca.gov/transit**

## What is Dial-A-Ride?

Madera Dial-A-Ride (DAR) is a general public, curb-to-curb, demand-response public transit system operated by the City of Madera with cooperative funding from the County of Madera.

Service is provided to residents within approximately a five-mile radius of the City's downtown Intermodal Center. DAR can be used for work, medical appointments, school, meetings, senior services, events and much more. Vehicles are wheelchair lift-equipped. DAR should not be used for emergency or critical medical transport.

## How Can I Get a Ride?

To make a reservation, call:

**661-RIDE (661-7433)**

| | |
|---|---|
| Monday - Friday | 7:00 A.M. - 6:30 P.M. |
| Saturday | 9:00 A.M. - 4:00 P.M. |
| Sunday* | 8:30 A.M. - 2:30 P.M. |

(*Reservation required by 3:00 P.M. Saturday.)

Give the following information:

- Address where you are to be picked up.
- Address where you want to go.
- When you want to be picked up or appointment time.
- Number of persons.
- Need a return trip (at least 30 minutes later than for drop off time).
- Any special needs you may have.
- Phone number where you can be reached (home or cell, not doctors' offices).

## Reservations

We recommend that riders call a day in advance. However, riders may call up to two hours prior to the time they need DAR services, but will receive service based on space availability. The dispatcher will provide an estimated pick up time (actual time will vary--usually within 15 minutes before or after the estimated time). Please be ready 15 minutes before the estimated time. The bus cannot wait longer than five minutes. If you no longer need a ride after scheduling, call early to cancel. Drivers cannot make schedule changes. Only the dispatcher can make scheduling changes.

## Fares

Cash Fares:

| | |
|---|---|
| General Public-City/County | $2.00 |
| Community College Student | $1.00 |
| Children Under 1 Year | Free |
| Senior (60+) Disabled: | |
| City area | $1.00* |
| County area | $2.00** |

Tickets:

| | |
|---|---|
| General Public | Book of 20-$20.00 |
| Disabled | Book of 10-$9.00 |
| Senior (60+) | Book of 10-$5.00*** |

* Beginning or ending within City limits

** Beginning or ending in areas south of Avenue 13, east of Road 29, north of Ellis Street and west of Road 24 1/2.

*** Suggested donation at Pan-Am & Frank A. Bergon Centers.

Note: Acceptable forms of I.D. for reduced fares are a Dept. of Motor Vehicles Senior Citizen card or an ADA-paratransit eligibility card.

## Pass & Ticket Outlets

| | |
|---|---|
| Intermodal Center | 123 North E. Street |
| Senior Tickets Only: | |
| Pan-Am Center | 703 E. Sherwood Way |
| Frank A. Bergon Center | 238 South "D" Street |

## No Service Holidays

| | |
|---|---|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

## ADA Eligibility & Certification

Passengers who cannot easily board or access fixed-route service due to a disability may apply for ADA-paratransit certification with Dial-A-Ride. Consistent with the Americans with Disabilities Act (ADA), certified passengers qualify for priority Dial-A-Ride service. An ADA application, available at the Intermodal Center at 123 North "E" Street, must be completed and approved to qualify. ADA-paratransit eligibility cards will be issued to qualified applicants.

## Service Area (Área de Servicio)




## Can I Get Regularly-Scheduled Trips?

You can make reservations for regularly-scheduled pickups (same time each day of week) by calling and scheduling the trip with Dial-A-Ride's dispatcher. Your trip will continue automatically until you ask for a change or cancellation. Call to cancel when you do not need a ride. If you do not show up three times without calling to cancel, your trip will be dropped from the recurring ride "subscription" list.

## Courtesy Rules for Riders

1. Be ready when bus arrives.
2. No smoking aboard the bus.
3. No eating or drinking while riding.
4. Deposit exact fare; drivers cannot make change.
5. Deposit fare or ticket directly in fare box when boarding.
6. Drivers are not allowed to enter your home or business.
7. Children under five years old must be accompanied by an adult.
8. If you no longer need a ride, call and cancel.
9. Wheelchairs must be secured; seatbelts are provided for convenience.
10. Service animals are permitted for passengers with disabilities, but must be under the control of passenger.
11. A maximum of three grocery bags is allowed.

# Exhibit 3
# City of Madera Transit Fleet Inventory

**Asset Location: Intermodal** Title Holder: City of Madera

| Yr / Make / Fuel | Vehicle # | FTA % | Date Order/Receive | Approx. Vehicle Cost | VIN# | License | Passenger Capacity (Seats/Wchair) | System / Sign Type | Disposition/Condition | 08-29-17 Mileage |
|---|---|---|---|---|---|---|---|---|---|---|
| 2008 Starcraft Allstar 25' Type III Bus w CNG Conversion | B-30 | 88% | 1/08 - 10/03/08 2,600 miles @ delivery | $85,543 | 1FD4E45S48DA59752 | 1320440 | 18/2 | DAR/MAX Roller | Active 10/08 (planned Out of Svc 2014) - Cond 2 | 144,754 |
| 2008 Starcraft Allstar 25' Type III Bus w CNG Conversion | B-31 | 80% | 5/08 - 11/08 | $93,433 | 1FD4E45S18DB29515 | 1320443 | 18/2 | DAR/MAX Roller | Active 11/08 (planned Out of Svc 2014) - Cond 2 | 203106 |
| 2009 El Dorado 30' TypeVII CNG Bus | B-32 | 0% | 6/08 - 2/09 | $130,911 | 1GBG5V1G99F404258 | 1322258 | 18/2 | MAX Digital | Active 3/09 (planned Out of Svc 2015) - Cond 2 | 173502 |
| 2009 Chevy, Aero-Elite, **GAS**, 30' | B-33 | 0% | 6/08 - 2/09 | $117,109 | 1GBG5V1G49F405060 | 1322259 | 22/2 | MAX *Digital* | Active 3/09 (planned Out of Svc 2015) - 2 | 263267 |
| 2009 Chevy, Aero-Elite, **GAS**, 30' | B-34 | 0% | 6/08 - 2/09 | $117,109 | 1GBG5V1G39F405146 | 1322260 | 22/2 | MAX Digital | Active 3/09 (planned Out of Svc 2015) - 2 | 241261 |
| 2009 Starcraft Allstar 25' Type III Bus - Gas | B-35 | 80% | 6/08 - 05/09 | $65,000 | 1FD4E45S48DB57292 | 1335650 | 22/2 | MAX Roller | Active 2009 - 3 | 255478 |
| 2009 Starcraft Allstar 25' Type III Gas Bus | B-36 | 80% | 12/08 - 5/09 | $66,216 | 1FD4E45S78DB57285 | 1335651 | 18/2 | MAX Roller | Active 2009 Cond - 3 | 239254 |
| 2012 Ford E-450, Elkhart, CNG | B-37 | 80% | 9/11 - 7/12 | $128,548 | 1FDFE4FXSCDA32488 | 1381285 | 18/2 | DAR/MAX Digital | Active 2012 Cond - 3 | 128108 |
| 2012 Ford E-450, Elkhart, CNG | B-38 | 80% | 9/11 - 7/12 | $128,548 | 1FDFE4FS1CDA32489 | 1406963 | 18/2 | DAR Digital | Active 2012 Cond - 3 | 132551 |
| 2012 Ford E-450, Elkhart, **GAS** | B-39 | 80% | 9/11 - 7/12 | $72,514 | 1FDFE4FS3CDA41470 | 1406962 | 18/2 | DAR Roller | Active 2012 Cond - 3 | 164012 |
| 2012 Ford E-450, Elkhart, CNG | B-40 | 80% | 9/11 - 7/12 | $115,052 | 1FDFE4FS6CDA41477 | 1406965 | 18/2 | DAR Roller | Active 2012 Cond - 3 | 92310 |
| 2012 Ford E-450, Elkhart, CNG | B-41 | 80% | 9/11 - 7/12 | $115,052 | 1FDFE4FS4CDA41476 | 1406964 | 18/2 | DAR Roller | Active 2012 Cond - 3 | 100601 |
| 2013 Ford E-450, Starcraft, CNG | B-42 | 80% | 2/13 - 5/14 | $244,591 | 1FDFE4FS8DDA89340 | 1397484 | 18/2 | DAR Digital | Active 2014 Cond - 3 | 85582 |
| 2013 Ford E-450, Starcraft, CNG | B-43 | 80% | 2/13 - 5/14 | $244,591 | 1FDFE4FS9DDA89363 | 1397485 | 18/2 | DAR Digital | Active 2014 Cond - 3 | 89952 |
| 2013 Ford E-450, Starcraft, CNG | B-44 | 80% | 2/13 - 5/14 | $114,389 | 1FDFE4FS3DDA89360 | 1397487 | 18/2 | DAR Digital | Active 2014 Cond - 3 | 85750 |
| 2013 Ford E-450, Starcraft, CNG | B-45 | 80% | 2/13 - 5/14 | $115,361 | 1FDFE4FS3DDA89357 | 1397486 | 18/2 | DAR Digital | Active 2014 Cond - 3 | 83486 |
| 2013 Ford E-450, Starcraft, CNG | B-46 | 80% | 2/13 - 5/14 | $115,361 | 1FDFE4FSXDDA89341 | 1397483 | 18/2 | DAR Roller | Active 2014 Cond - 3 | 81209 |

# Exhibit 4
# City of Madera Transit
# Performance Standards, Incentives and Penalties

The City of Madera seeks to provide transit customers in the City's transit service area with public transportation to specified destinations in a professional, courteous and timely manner with equipment that is accessible, affordable, and comfortable. Specific City of Madera transit service minimum performance standards include:

- On time performance a minimum of 95 percent of the time.
- Two or fewer formal customer complaints per month.
- Ensure that MAX and DAR vehicles, equipment, services are 100 percent compliant with Federal ADA requirements as may be updated from time to time.
- Operate a minimum of five MAX fixed route and five Dial-A-Ride (DAR) buses in service during regular service hours.
- Maintain a combination of grant funding, fare revenues, and local sales tax based revenues sufficient to sustain current service levels, explore growth opportunities and implement service enhancements.

Consistent with these goals, the following incentives and penalties will be considered an integral part of the final agreement:

## 1. FIXED ROUTE SERVICE

A. On-Time Performance

**Performance Standard:**

The fixed route system as a whole shall operate on time 95% of the time. On time shall mean no minutes early and up to no more than five minutes late on any run. On-time performance statistics shall be provided on the Contractor's monthly report submitted to the City and shall serve as the basis for this performance standard in addition to any on-time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving City buses, or wheelchair boardings provided Contractor documents each and very delay by route number, time of day and reason for delay.

Incentive:

A $0.40 per hour incentive shall be paid annually on all fixed route hours operated if the required standard is met or exceeded up to a maximum of $6,000.00 per contract year.

B. Missed Runs

**Performance Standard:**

All runs shall be operated per the transit schedules issued by the City. Contractor will not be penalized for missing runs due to a lack of City provided buses. However, this is the only reason Contractor will not be penalized. Having no buses to operate includes mechanical failure. Driver error will not be considered a mechanical failure (i.e.; untrained drivers causing buses to go down,

missed fueling, driver caused accidents, etc.)

Incentive:

Contractor shall receive an incentive of $0.40 per hour for each fixed route hour operated for not missing any more than 4% of the total fixed route runs scheduled by the City per contract year.

Penalty:

The assessment charged to Contractor for a missed run shall be the average ridership per hour for the route multiplied by $2.00 for each missed run (i.e.; ridership per hour = 10 passengers then 1 missed run penalty would be 10 x $2.00 = $20.00). Said assessment should be paid to the City in the month in which the missed run occurs or as otherwise agreed upon in writing with the City.

**2. DIAL-A-RIDE SERVICE**

A. On Time Service

**Performance Standard:**

Contractor to meet passenger pickup times for 95% of all passenger service requests based on the City's pickup window. On-time performance statistics (showing full calculations and definitions) shall be provided on the Contractor's monthly report submitted to the City and shall serve as the basis for this performance standard in addition to any on-time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving City buses, or wheelchair boardings provided Contractor documents each and every delay by route number, time of day and reason for delay.

**3. BUS WASHING AND CLEANING**

A. Interior/Exterior Cleanliness

**Performance Standard:**

The interior of each bus shall be cleaned thoroughly each day. This cleaning shall include vacuuming/sweeping the floor; mopping the floor; and cleaning all seats, all wheelchair tie-down rails, all step wells, drivers compartment, and the wheelchair lift station. The exterior of each bus shall be thoroughly washed at least once each week. No fuel overflow/spillage shall be visible on the exterior of any in-service bus. Such spillage will be considered a failure of inspection.

# Exhibit 5
# City of Madera Reporting Requirements

## RECORDS AND REPORTING

1. **General Provisions**
   A. The Contractor shall maintain all project records as requested by the City.
   B. Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City pursuant to this RFP on file for at least three (3) years following the date of final payment to Contractor by the City. The above records retention requirement shall include daily drivers logs, trip tickets, vehicle trip sheets dispatch records and any data summaries complied by the Contractor as well as all other books, records and documents. Any duly authorized representatives of the City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours.
   C. All project records prepared by the Contractor shall be owned by the City and shall be made available to the City at no additional charge.
   D. Summary reports shall be provided monthly to the City. Said monthly reports shall be received no later than the 10th working day of the following month.
   E. The format (preferably electronic) to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the City.
   F. The Contractor's submittal of reports to the City shall be interpreted as certification that all information is accurate.

2. **Daily Records**
   A. Vehicle trip sheets shall be legibly maintained by drivers and shall include but not be limited to the following information:
      i. Driver name and vehicle number.
      ii. Total daily passenger counts, by fare type, by city and by passenger category.
      iii. Daily mileage by vehicle, including mileage leaving and at return to base. Mileage shall be measured in tenths of a mile.
   B. Contractor shall make all vehicle trip sheets available to the City on a periodic basis as shall be requested by the City. Said trip sheets shall be maintained, labeled and arranged chronologically by day. Appropriate summary documents shall be included with the related vehicle trip sheets.
   C. Contractor shall be responsible for producing an actual count of fixed-route riders provided by each route and sub-route by direction of travel (for example (Route 1 to Hospital; Route 1 from Hospital).
   D. DAR City and DAR County dispatcher logs shall be maintained daily and shall include but not be limited to the following information:
      i. Name, address, and telephone number of the user requesting service.
      ii. Passenger's destination and the requested arrival time at the destination.
      iii. Identification number of vehicle and driver responding to the trip request.
      iv. Indication of subscription service if applicable.
      v. Estimated passenger pick-up time.

vi. Actual passenger pick-up time.

E. A daily report summarized monthly of:
   i. Total trip request calls.
   ii. Number of trip denials.
   iii. Reason for trip denials.
   iv. Number of trips scheduled.
   v. Identification of "No Shows."
   vi. Number of subscription trips scheduled.

F. Trip Information
   i. Customer name.
   ii. Vehicle used.
   iii. Trip origin and destination.
   iv. Scheduled pick-up time.
   v. Actual pick-up time.
   vi. Actual arrival time (at destination).

G. Driver – Vehicle Information
   i. Shift including total hours.
   ii. Revenue hours.
   iii. First pick-up and last drop off for each shift.
   iv. Indicating times of lunches, breaks, roadcalls and any other service interruptions.

H. Unusual Occurrences
   i. Wait times.

**4. <u>Monthly Summaries - City Transit Services</u>**

A. The Project Manager shall prepare and submit to the City a monthly summary report within ten (10) working days after the end of the operating month in order to receive reimbursement for the prior month's service. Monthly summary reports shall include, but not be limited to:
   i. Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares and transfer slips collected by the operator.
   ii. Monthly summary of daily operator and dispatcher logs separated by trip origin (City or County) as relevant back-up information to the monthly summary report.

B. The Project Manager shall also document operational problems or passenger complaints and describe any action taken regarding these problems. Passenger complaints related to safety or serious operational deficiencies shall be reported to the City no later than the next working day following Contractor's receipt of complaint.

C. Reports for City services shall include the following information at a minimum:
   i. Actual count of passengers by fixed route.
   ii. Passenger data by fare type and passenger category.
   iii. Total vehicle miles.
   iv. Vehicle revenue miles.
   v. Total vehicle hours.
   vi. Vehicle revenue hours.
   vii. Fares collected.

viii. Transfers.
ix. Count of no-shows by DAR passenger.
x. Count of DAR reservation cancellations.
xi. Detail of any fixed route missed runs.
xii. Data should show monthly summary and be broken down by day).
xiii. Accidents by FTA category.
xiv. Fuel consumption.
xv. Road calls.
xvi. On-time and wait time samples.
xvii. Tabulations and descriptions of the types and nature of complaints and follow-up actions taken.
xviii. Bus exterior washing by vehicle.

D. The Contractor shall provide the City with an up-to-date driver roster each month. Roster will be submitted as part of the monthly reporting. The Contractor shall also include a report summarizing turnover in personnel and descriptions of recruitment and training efforts.

**5. National Transit Database (NTD)**

The Contractor shall be responsible for collecting operating data required by for the NTD and other pertinent ridership information. NTD requirements entail a high level of financial and operational data. The City is currently eligible for a waiver from sampling for passenger miles. Should the City not be eligible for a waiver from sampling, the Contractor shall be responsible for on-board operational data sampling utilizing an FTA-approved sampling methodology. All source documents shall be maintained for the duration of the Agreement and released to the City following final payment. The Contractor may be subject to an audit by the City and/or FTA at any time within the Agreement period.

# ATTACHMENT A
# Cost Proposal Form – Instructions

## Important Information and Instructions to Complete Form:

1. This COST PROPOSAL FORM format is to be used to submit the Contractor's fixed price proposal for Years 1 (pro-rated) through 3 and Option Years 1 and 2 for all work described in the City of Madera's Transit Division Services RFP including Exhibits and Attachments. All Contractor costs, including any anticipated fees and charges to the City, must be clearly reflected in the cost proposal as either a line item cost or in narrative format.

2. Contractor's total proposed costs for "Year 1, FY2018-19" will be considered a firm price.

3. For Contractor proposal and strictly for City evaluation purposes, Contractor must use a two-percent (2%) inflation rate annually through the term of the contract period.

4. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

5. Contractor's detailed Revenue Hourly Budget Breakdown on the Cost Proposal Form should be consistent with the rates proposed.

6. The plus or minus 15% above the base revenue hours may be used by Contractor only with prior written City approval.

# ATTACHMENT A
## Cost Proposal Form - (Page 1 of 6)

PROPOSER: _____

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

| TOTAL PROPOSAL COST | YEAR 1 FY18-19* | YEAR 2 FY19-20 | YEAR 3 FY20-21 | OPTION YEAR 1: FY21-22 | OPTION YEAR 2: FY22-23 | 3-YEAR TOTAL | 5-YEAR TOTAL |
|---|---|---|---|---|---|---|---|
| Fixed-Route Cost per Revenue Hour | | | | | | | |
| Dial-A-Ride/ADA Paratransit Cost per Revenue Hour | | | | | | | |
| Monthly Fixed Costs | | | | | | | |
| **TOTAL COST*** | | | | | | | |
| **PRO FORMA ESCALATION %** | | 2% | 2% | 2% | 2% | | |

| PROJECTED VEHICLE REVENUE HOURS* | YEAR 1: FY18-19 | YEAR 2: FY19-20 | YEAR 3: FY20-21 | OPTION YEAR 1: FY21-22 | OPTION YEAR 2: FY22-23 | 3-YEAR TOTAL | 5-YEAR TOTAL |
|---|---|---|---|---|---|---|---|
| Fixed-Route Vehicle Rev Hours | 10,650±15% | 14,200±15% | 14,200±15% | 14,200±15% | 14,200±15% | 39,500±15% | 67,450±15% |
| Dial-A-Ride Vehicle Rev Hours | 10,050±15% | 13,400±15% | 13,400±15% | 13,400±15% | 13,400±15% | 36,850±15% | 63,650±15% |

* Year 1, FY18-19 to be a firm cost pro-rated October 1, 2018 – June 30, 2019; subsequent annual actual contract costs to be based on CPI.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: _____ Title: _____ Date: _____

# ATTACHMENT A
## Cost Proposal Form – (Page 2 of 6)

PROPOSER: _____

Definitions:

"FTE" means the number of full time equivalent positions needed to operate the proposed services. Full time equivalents equal 2,000 hours.

"Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTEs) at differing hourly wage rates for this contract. *Please explain and justify any off-site personnel included in the price proposal.

| FIXED Route Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 10/1/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | | | | | | | | | | |
| Operations Manager | | | | | | | | | | |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | | | | | | | | | | |

| Dial-A-Ride Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 10/1/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | | | | | | | | | | |
| Operations Manager | | | | | | | | | | |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | | | | | | | | | | |

Please describe available fringe benefits of full time and part-time employees: _____

_____

_____

_____

_____

# ATTACHMENT A
## Cost Proposal Form - (Page 3 of 6)

* Year 1, FY18-19 to be a firm cost; subsequent annual actual contract costs to be based on CPI. Year 3 anticipate transit operations relocate to new 3200 sq. ft. transit facility.

**LINE ITEM OPERATING BUDGET**

PROPOSER:

| | Year 1 October 1, 2018 - June 30, 2019 | | Year 2 July 1, 2019 – June 30, 2020 | | Year 3 July 1, 2020 – June 30, 2021 | |
|---|---|---|---|---|---|---|
| **Costs** | **Fixed** | **Variable** | **Fixed** | **Variable** | **Fixed** | **Variable** |
| **A. Salaries and Wages** | | | | | | |
| 1. Management | | | | | | |
| 2. Supervisors/Dispatchers | | | | | | |
| 3. Support Staff | | | | | | |
| 4. Maintenance Staff | | | | | | |
| 5. Drivers | | | | | | |
| 6. Drivers: Training and Non-Revenue | | | | | | |
| **B. Payroll Taxes and Fringe Benefits** | | | | | | |
| 1. Management | | | | | | |
| 2. Supervisors/Dispatchers | | | | | | |
| 3. Support Staff | | | | | | |
| 4. Maintenance Staff | | | | | | |
| 5. Workers Compensation: Staff | | | | | | |
| 6. Workers Compensation: Drivers | | | | | | |
| 7. Drivers | | | | | | |
| 8. Drivers: Training and Non-Revenue | | | | | | |
| **C. Facility Expense** | | | | | | |
| 1. Rent | | | | | | |
| 2. Utilities | | | | | | |
| 3. Phone | | | | | | |
| **D. Office Expenses** | | | | | | |
| 1. Office equipment lease/amortization | | | | | | |
| 2. Office Supplies | | | | | | |
| 3. Printing/copying | | | | | | |
| **E. Insurance Expense** | | | | | | |
| 1. General Liability | | | | | | |
| 2. Vehicle Liability | | | | | | |
| 3. Performance Bond | | | | | | |
| 4. Licenses | | | | | | |
| **F. Maintenance Expense** | | | | | | |
| 1. Parts | | | | | | |
| 2. Tires | | | | | | |
| 3. Supplies and Materials | | | | | | |
| **G. Vehicle Cleaning Expense** | | | | | | |
| 1. Vehicle cleaning expense | | | | | | |
| **H. Equipment Purchase/Depreciation** | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| **I. Miscellaneous Expense** | | | | | | |
| 1. Employee miscellaneous | | | | | | |
| 2. Non-Revenue Vehicle miscellaneous | | | | | | |
| 3. Other miscellaneous | | | | | | |
| **J. Startup Expense** | | | | | | |
| 1. (include detail in proposal write-up) | | | | | | |
| **K. Profit and Overhead** | | | | | | |
| 1. Overhead | | | | | | |
| 2. Profit | | | | | | |
| **Total Fixed Cost** | | | | | | |
| **Total Variable Cost** | | | | | | |
| **TOTAL PROJECT COST** | | | | | | |

# ATTACHMENT A
## Cost Proposal Form – (Page 4 of 6)

PROPOSER:

| | OPTION Year 1 July 1, 2021– June 30, 2022 | | OPTION Year 2 July 1, 2022 – June 30, 2023 | |
|---|---|---|---|---|
| **Costs** | **Fixed** | **Variable** | **Fixed** | **Variable** |
| **A. Salaries and Wages** | | | | |
| 1. Management | | | | |
| 2. Supervisors/Dispatchers | | | | |
| 3. Support Staff | | | | |
| 4. Maintenance Staff | | | | |
| 5. Drivers | | | | |
| 6. Drivers: Training and Non-Revenue | | | | |
| **B. Payroll Taxes and Fringe Benefits** | | | | |
| 1. Management | | | | |
| 2. Supervisors/Dispatchers | | | | |
| 3. Support Staff | | | | |
| 4. Maintenance Staff | | | | |
| 5. Workers Compensation: Staff | | | | |
| 6. Workers Compensation: Drivers | | | | |
| 7. Drivers | | | | |
| 8. Drivers: Training and Non-Revenue | | | | |
| **C. Facility Expense** | | | | |
| 1. Rent | | | | |
| 2. Utilities | | | | |
| 3. Phone | | | | |
| **D. Office Expenses** | | | | |
| 1. Office equipment lease/amortization | | | | |
| 2. Office Supplies | | | | |
| 3. Printing/copying | | | | |
| **E. Insurance Expense** | | | | |
| 1. General Liability | | | | |
| 2. Vehicle Liability | | | | |
| 3. Performance Bond | | | | |
| 4. Licenses | | | | |
| **F. Maintenance Expense** | | | | |
| 1. Parts | | | | |
| 2. Tires | | | | |
| 3. Supplies and Materials | | | | |
| **G. Vehicle Cleaning Expense** | | | | |
| 1. Vehicle cleaning expense | | | | |
| **H. Equipment Purchase/Depreciation** | | | | |
| 1. | | | | |
| 2. | | | | |
| **I. Miscellaneous Expense** | | | | |
| 1. Employee miscellaneous | | | | |
| 2. Non-Revenue Vehicle miscellaneous | | | | |
| 3. Other miscellaneous | | | | |
| **J. Startup Expense** | | | | |
| 1. (include detail in proposal write-up) | | | | |
| **K. Profit and Overhead** | | | | |
| 1. Overhead | | | | |
| 2. Profit | | | | |
| **Total Fixed Cost** | | | | |
| **Total Variable Cost** | | | | |
| **TOTAL PROJECT COST** | | | | |

# ATTACHMENT A
# Cost Proposal Form – (Page 5 of 6)

## START-UP DETAILS AND COSTS

| Item # | Item Description | Proposed Start-up Cost |
|---|---|---|
| 1 | Office Supplies | |
| 2 | Operator uniforms | |
| 3 | Relocation costs | |
| 4 | Training Costs | |
| 5 | Wage/benefit Costs | |
| 6 | Insurance | |
| 7 | Inventory set-up costs | |
| 8 | Leasehold improvements | |
| 9 | Corporate support/profit | |
| 10 | Recruitment Expenses | |
| 11 | Recruitment Bonuses | |
| 12 | Outside trainer lodging/travel | |
| 13 | | |
| 14 | | |
| 15 | Other Miscellaneous Expenses (list below): | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| TOTAL: | | |

* This form should identify each component required for start-up of transit services, including the cost for each during the start-up period.

**On behalf of the entity I am authorized to represent, I understand and certify the proposed rates as set forth above.**

By: _____ Date: _____

Title: _____

## ATTACHMENT A
## Cost Proposal Form – (Page 6 of 6)

_____
(Name of Company)

PROPOSER hereby submits this cost proposal to meet the specifications for the City of Madera fixed-route and demand-response transit services.

_____
Type of Business (sole proprietorship, partnership or corporation)

_____
Address

_____ _____
Telephone Fax Number & Email Address

_____ _____
Name Title

_____ _____
Signature Date

# ATTACHMENT B
# Required Proposer Certifications

**Lobbying Certification**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____
Signature of CONTRACTOR'S Authorized Official

_____ _____
Name and Title of CONTRACTOR'S Authorized Official Date

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Madera may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to City of Madera if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Madera for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Madera.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Madera may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Company Name _____

Name _____

Title _____

Signature _____

## Certification Disadvantaged Business Enterprise Program/Equal Employment Opportunity

Pursuant to the provisions of 49 CFR Part 26, a 13% DBE participation goal has been established for this project. All PROPOSERS are required to meet this goal or show a good faith effort towards meeting this goal.

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public Agreements Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

_____

_____

3. Names/Locations of DBEs selected by CONTRACTOR:

_____

_____

4. CONTRACTOR'S workforce breakdown by race and gender. TOTAL EMPLOYEES as of _____

| JOB CATEGORIES | EMPLOYEES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Male | | | | | Female | | | | |
| | Wht | Blk | Hsp | Asn | Nat | Wht | Blk | Hsp | Asn | Nat |
| Officials & Managers: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Professional: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Technical: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Sales: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Office/Clerical: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Craftsmen: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Laborers: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |
| Service: | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |

Note: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE_____ DATE _____

TITLE_____ COMPANY NAME _____

## Certification Regarding Alcohol Misuse and Prohibited Drug Use

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (24)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Date _____

Company Name _____

Name_____

Title_____

Signature _____

# Exhibit 6
# PRO FORMA AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES

This Agreement made and entered into this ____day of, _____ 2018 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "CITY," and_____, hereinafter referred to as "CONTRACTOR" for management and operation of the City of Madera Transit Divisions' (MTD) fixed-route (MAX) and dial-a-ride services (DAR).

WHEREAS, CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Madera Transit Services RFP No. 201718-10 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The CONTRACTOR has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the CITY to perform these needed services as indicated in the response attached hereto as Exhibit "C" and incorporated herein as though fully set forth. The CITY desires to have the CONTRACTOR perform the work in accordance with the RFP and the response thereto prepared by the CONTRACTOR. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is HEREBY MUTUALLY AGREED as follows:

1. **Order of Precedence:** This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:
   a. This Agreement
   b. Conformed Requested for Proposal (RFP) No 201718-10 (attached as Exhibit Y)
   c. Best and Final Offer (BAFO) (optional)
   d. CONTRACTOR's proposal dated _____ (attached as Exhibit Z)

2. **Term of Agreement:** The Agreement shall be for a period of three (3) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin August 1, 2018 through July 31, 2019. Contract Year 2 will be August 1, 2019 through July 31, 2020. Contract Year 3 will be August 1, 2020 through July 31, 2021 unless extended as provided for in the following paragraph, or terminated as provided for in Section 11 of this Agreement.

   Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, on a month-to-month basis up to a maximum of six (6) months. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

3. **SCOPE OF WORK:**

   a. **CONTRACTOR Responsibilities:** CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:

      1) Key Personnel/Management: During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof. The CONTRACTOR shall provide general and specific management of day-to-day operations for the

CITY's fixed-route and demand-responsive services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site transit manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-MTD work (e.g., for corporate level meetings, responding to other non-MTD problems, etc.). This includes corporate management led meetings on MTD property.

2) Day-to-Day Operation: CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Sunday during designated hours of operation.

3) Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall be responsible for administration of CITY's Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or a CITY official for further review if applicable. The CITY ADA Policy shall set sufficient guidelines to allow CONTRACTOR to administer the ADA eligibility certification process in accordance with such Policy. The CITY ADA Policy shall be the sole responsibility of CITY.

4) Operating Facility: CONTRACTOR shall locate its administrative/operations and dispatching office at the CITY of Madera Intermodal Center located at 123 'E' Street in Downtown Madera, unless otherwise approved by CITY. The CONTRACTOR shall enter into a separate agreement with the CITY to lease space at the Intermodal Facility, as detailed below under "City of Madera Responsibilities." The CONTRACTOR will ensure that all CITY-owned buses are housed overnight at the Intermodal Facility, at the City of Madera Corporate Yard at 1030 S. Gateway Drive, or at a location agreed upon in writing by the CITY. The Intermodal Center office shall be maintained by the CONTRACTOR and present a professional appearance at all times

   CONTRACTOR shall relocate its operations to a proposed new transit administration facility (lease terms to be determined), if completed during the contract period.

   CONTRACTOR shall be responsible for the secure distribution and tracking of all CITY-issued Facility and Vehicle access devices and identification badges to CONTRACTOR employees. CITY shall be responsible for key and badge control, and shall maintain a log of issuance.

   CONTRACTOR shall be solely liable and responsible for any expenses which result, as determined by CITY in its discretion, from inadequate key or badge control that requires CITY to re-key or replace access control items. CONTRACTOR shall also be responsible for replacing any damaged Equipment and for notifying CITY immediately to report damaged Equipment.

5) Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English; i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation.

   No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate **Conduct Unbecoming of Personnel** as defined in Section 3.a.6 of this Agreement. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, CITY shall have the right to request CONTRACTOR to remove from service to CITY any employee who, in CITY's sole discretion, is deemed to violate Section 3.a.6 on more

than one instance in a 6-month period; provided that CITY shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics.

   All of the CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. MTD may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or MTD property for behavior or actions as outlined below, and/or for engaging in conduct unbecoming an employee as defined below. Removal or actions by CONTRACTOR in response to the request, shall be at no cost to MTD.

   Examples of conduct unbecoming an employee include, but are not limited to:
   a) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
   b) Any instance of belligerent or malicious behavior.
   c) Instance(s) of willful failure to assist customers.
   d) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
   e) Instance(s) of littering in rolling stock or station areas.
   f) Instance(s) of snacking, smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an MTD vehicle or equipment.
   g) Conduct demeaning to MTD or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
   h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
   i) Any violation of MTD and the CONTRACTOR Personal Electronic Device policies including devices such as Google and Apple watches that create the potential for distraction.

   Reasons for which MTD might request that an employee or subcontractor be removed include, but are not limited to:
   - Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
   - Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
   - Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.
   - Repeated failure to adhere to program policies, rules or procedures.
   - Poor customer service as demonstrated by three or more valid complaints within a twelve-month rolling period.

7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with MTD services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office to provide information in English and Spanish. If bus service is modified by CITY to begin earlier or to end later than currently scheduled, the time period when customer service is available shall be expanded to correspond with MTD service hours.

8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at MTD is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by CITY. CONTRACTOR shall prepare and provide CITY with a report of sales and

deposits monthly by the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints according to the passenger complaint process as outlined in Section 20 (2).

10) Telephones: CONTRACTOR shall provide, at a minimum, a telephone system that has the capability to monitor hold time for the CITY's customers and place them in queue, and generate reports stating such. While on hold, the system shall provide customers with information regarding services offered while waiting for a dispatch/reservation person to quickly handle their needs. The system shall record calls for review, as needed, and shall allow for reviewing calls with staff as an instructional tool to provide improved customer service. Other options shall include ACD (automatic call distribution), IVR (Interactive Voice Response), call length monitoring, hold time tracking, and ride status notification (text, call or email), and able to generate reports of this information.

    CONTRACTOR shall provide a minimum of four telephone lines---two (2) incoming telephone lines for customer communications and service requests on a rollover system and two (2) additional business lines. Public information such as brochures and websites shall direct those making transit related inquires to call a specific telephone number(s), used only for this service. CONTRACTOR shall also provide Telecommunications Device for the deaf (TDD) capability and equipment and telephone reservations capabilities per Americans with Disabilities Act requirements. CONTRACTOR shall install all equipment and make fully operational the specified telephone system within sixty (60) days of initiation of this Agreement.

    CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

    Telephone information lines shall be answered "Good Morning (afternoon or evening), Madera Area Express, this is (first name of answerer) speaking, "How may I help you?". Calls will end with a repeat of the confirmed reservation if applicable, and "Thank you for riding Madera Area Express, Goodbye or Have a nice day/evening."

    CONTRACTOR shall make special efforts to respond to telephone service and information requests from Spanish-speaking passengers. CONTRACTOR shall provide bilingual (Spanish/English) telephone information personnel during all days/hours of operation.

11) Uniforms: CONTRACTOR shall ensure that all employees comply with the specifics set forth in this paragraph. Employees shall be in uniform acceptable to CITY, and shall wear tags clearly displaying their names while performing their duties. Upon notice from CITY concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, CONTRACTOR shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees traveling to and from the workplace. The uniform requirements are as follows:
    (1) Black or Navy-Blue slacks or shorts. Pants must be clean, pressed and with no visible areas of wear.

(2) Solid collared shirt. Shirts must be of one solid MTD color, clean, pressed and with no visible wear areas with a single logo/patch approved by the CITY. Shirts can be long or short sleeved and tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their pants as long as their shirts are tailored with a square cut bottom.

(3) Black shoes and black or navy socks. All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined.

(4) Black belt. All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.

(5) Name Badge. Name badge should be displayed and visible at all times on the right side of the outer most garment.

(6) Hair. Bus operators and customer service staff must keep hair clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however, hair clips must be conservative in size and professional in style. Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the bus operator, such as spikes, Mohawks, multi-colored hues, or blue, pink, green, purple, etc.

(7) Mustaches, Beard and Sideburns. Bus operators' moustache, beard and sideburns must be neatly trimmed and well-groomed at all times.

(8) Fingernails. Fingernails must be neatly trimmed and conservative in style and must not impact the bus operator's ability to operate the bus safely and perform other tasks as required.

(9) Jewelry. Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Ear "plugs" or "gauges" are not permitted. Facial jewelry is strictly prohibited.

(10) Hats. Hats are optional but only CITY approved hats and visors shall be permitted.

(11) Undergarments. Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. Shirt lettering or graphics should not be visible through the uniform shirt material. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.

(12) Sweaters / Jackets. Bus operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be one solid MTD color with a single logo/patch approved by CITY.

12) Driver Identification: The CONTRACTOR shall be responsible for ensuring that drivers display appropriate identification on their uniforms. Further, the CONTRACTOR shall ensure that all drivers post bilingual placards, English and Spanish, which clearly identify the driver and provide the contact information for the CITY, sufficient to allow riders to report complaints, comments, or concerns. The CITY shall approve the design and placement of these placards prior to their use; and the CITY reserves the right to penalize the CONTRACTOR $100 per documented incident.

13) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by MTD prior to start-up and must be updated (subject to MTD approval) on an annual basis.

The CONTRACTOR, in accordance with MTD policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees. The CONTRACTOR's organizational chart shall establish a Training Plan and Quality Management Program and ensure that the sole purpose of the training function is to support the responsibilities as specified in this section and ensure that the responsibilities are clearly defined as to not to interfere with the functions

and independence of the Safety function. A copy of the written outline/overview of the Training Plan submitted with the CONTRACTOR's Proposal is attached to this Agreement with Exhibit Y. The final Training Plan shall be developed for MTD review and approval 30 days prior to the Service Date of the Agreement. Training shall include those elements required for the performance of duties in addition to specific areas of training for MTD operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires consistent with current MTD programs. Training courses shall include provisions for refresher training.

a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for MTD inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, system safety training, Customer Service to include dealing with difficult passenger training, and ADA training (which shall include initial training of 4 hours and 2 hours of annual refresher training). Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.
b) As part of the Training Plan, the CONTRACTOR, in accordance with applicable collective bargaining agreements and in consultation with the MTD, shall develop, implement and administer an ongoing proficiency testing program for all crafts that ensures that the CONTRACTOR employees have the knowledge and skills required to safely and competently administer their duties. Testing shall include equipment and procedures unique to MTD operations.
c) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area. Employees who refuse or decline training and fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. MTD reserves the right as deemed necessary to qualify each employee proposed by the CONTRACTOR to perform work. The CONTRACTOR shall be required to remove from MTD service any the CONTRACTOR personnel who fails to successfully complete training required in the approved Training Plan.
d) The CONTRACTOR may reinstate the removed CONTRACTOR personnel to MTD service once the employee successfully completes the required training. NTD reserves the right to request evidence that the CONTRACTOR's employees and subcontractors who are providing Services are appropriately trained and certified and have completed appropriate efficiency and competency tests.
e) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.
f) The CONTRACTOR shall meet quarterly with MTD Program Manager to review the effectiveness of the approved Training Plan. The CONTRACTOR shall also provide MTD with a quarterly training report per Section 18: deliverables, Reports, and Notifications, furnished to MTD at least two weeks prior to the quarterly training review. The CONTRACTOR also shall provide monthly reports to MTD on performance of efficiency testing per Section 18: Deliverables, Reports, and Notifications.
g) The CONTRACTOR is responsible for formulating and coordinating all training activities. The CONTRACTOR shall provide training within MTD's service area, unless prior written approval to hold training elsewhere is provided by MTD. The CONTRACTOR shall schedule training activities so as to not interfere with its provision of services under the Contract. The CONTRACTOR shall provide a schedule of all planned training and upon request shall make available to MTD employees and to third-party CONTRACTOR personnel, any training offered to or by its own personnel who are assigned to work on the Contract. The

CONTRACTOR shall provide at least fourteen (14) day notice to MTD of all training offered to or by the CONTRACTOR for its own personnel prior to the beginning of such training.

h) All training records will be maintained in a CONTRACTOR database system subject to review by CITY upon request.

i) All current employees that are retained by CONTRACTOR must be retrained to new Training Plan and regulatory standards within 90 days of Service Start Date.

14) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.

15) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers. Drivers shall assist in loading and unloading of elderly or ambulatory disabled passengers and in carrying parcels or personal effects in accordance with CITY policies and procedures as provided by CITY in writing to CONTRACTOR.

16) Driving Record Notification: CONTRACTOR shall be responsible for immediately notifying the CITY of any drivers who are identified in the State's Pull Notice Program.

17) ADA Training, (Initial and Refresher): The CONTRACTOR shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:

a) Lecture on the ADA law with hands-on employee participation and also other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.

b) Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.

c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:
    a. Operator responsibilities.
    b. Equipment and devices currently in use.
    c. Proper use and securement of such equipment and devices.

d) Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:

1. A manual wheelchair.
2. An electric device with three or more wheels; e.g., a scooter.
3. An electric wheelchair.

Annual Refresher Training: One hundred-twenty (120) minutes of classroom ADA sensitivity training each year. This training shall include:

a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
b) A review of passengers with disabilities requiring special service needs.
e) A panel discussion led by persons with disabilities recommending improvements to accessible transit service.
d) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
e) Update and training on changes to ADA law and related mandates as appropriate.
f) Included within this training shall be a discussion of:
    1) Operator responsibilities.
    2) Boarding and securement equipment and devices currently in use.
    3) Proper use of such equipment and devices.
    4) Other matters as the CONTRACTOR deems appropriate.
g) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:
    1) A manual wheelchair.
    2) An electric scooter.
    3) An electric wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining NCTD Board Policy 21 to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

18) Hiring: CONTRACTOR drivers shall complete CONTRACTOR's Standard Employment Application, have a three-year check of driving records, successfully complete CONTRACTOR's Driver's Test and successfully complete in-service training.

19) California Vehicle Code Compliance: CONTRACTOR shall comply with California Vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).

20) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers, mileage, and fuel usage by vehicle for both DAR and MAX. Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Dial-A-Ride services. Trip/farebox reconciliation documentation shall be maintained for both DAR and MAX by dispatch and shall be submitted to CITY on a daily basis in the format of a Trip/Fare Reconciliation Form. Driver information, with the exception of ridership, shall be submitted to CITY on a monthly basis in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the CITY no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.

21) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal State and Local requirements, including but not limited to drug and alcohol testing

and reporting requirements and ADA mandates. CONTRACTOR shall make available to CITY a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

Inasmuch as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22,1998,23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6,2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94 , as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1 F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and MTD and to flow all applicable federal provisions down to Subcontractors at every tier. Federal provisions applicable to this Agreement and third party contracting in general are provided in Exhibit X hereto.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1 F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

22) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by CITY.

23) Charter Service: CONTRACTOR shall not operate charter service using CITY vehicles without prior written consent from CITY. In the event charter service is allowed, it shall be provided in accordance with FTA regulations.

24) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets; sell tickets, as agreed upon by CITY, at Intermodal Transportation Facility; and collect, record and return all tickets and money received as fares. Ticket data shall be provided on a monthly basis.

25) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting on a daily basis, and all fare revenue shall be taken to a banking institution or CITY Finance Department daily, as directed by the CITY. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the CITY. CONTRACTOR shall collect data for specific analysis as may be requested by the CITY.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

CITY is in the process of purchasing an automated farebox collection system which shall be installed on the new buses. CONTRACTOR is expected to conduct training of bus operators when new equipment is delivered and ready for integration into the transit operation. CONTRACTOR shall be responsible to maintain such automated fare collection system.

26) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the CITY Finance Department.

27) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the CITY for service pursuant to the Agreement. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b). CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

28) Marketing and Public Relations: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the CITY. Advertising or posting of any written materials on the interior and exterior of Revenue and Non–Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in CITY's marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to CITY. CONTRACTOR may not use CITY name or logo without CITY's prior written consent.

Bus Media. CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at MTC. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

Communications with the Media. All communications with the media shall be the sole responsibility of CITY. CONTRACTOR and its employees shall not engage the media as a spokesperson for CITY. In addition, CONTRACTOR and its employees shall not speak on behalf of CITY in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board CITY Revenue Vehicles, at bus stops, at the MTC, or as part of the official customer comment system.

Endorsement Policy. CONTRACTOR may not use CITY's name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by CITY's Transit Manager. This provision does not prohibit CONTRACTOR from using CITY as a reference in responding to a request for proposals or other procurement solicitation, provided that CONTRACTOR shall coordinate all requests for references with the Transit Manager.

29) Insurance: CONTRACTOR shall maintain required and appropriate insurance coverage, as detailed in the Insurance and Indemnification section of the RFP, including documentation of coverage to CITY, and shall provide the CITY with certificates certifying that CONTRACTOR has liability insurance and comprehensive and collision insurance for each vehicle as required by the CITY. CONTRACTOR shall provide documentation of any changes to insurance coverage including changes resulting from additions of vehicles to the CITY's transit fleet or from taking buses out of service.

30) Equipment and Vehicle Maintenance and Management: CITY shall provide sufficient vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The CITY shall service CITY vehicles.

Vehicles shall be parked in a location(s) to be provided by CITY or as designated by CITY. CONTRACTOR shall assist CITY with maintenance of vehicles and radios by ensuring repairs are reported timely and vehicles are transported to the Yard in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:

a. CONTRACTOR employees will flag regular preventative maintenance intervals and will notify appropriate CITY Fleet Maintenance staff in a timely manner to ensure compliance with all CHP and FTA requirements. CONTRACTOR will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance and coordinate transport of vehicles. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records upon request.
b. CONTRACTOR will allow CITY to inspect vehicles upon request. CONTRACTOR will notify appropriate CITY Fleet Maintenance staff of all vehicle repairs and towing needs as required and reasonable, but in no way shall CONTRACTOR staff cause unnecessary, frivolous repairs to be made or necessary repairs be delayed. Failure of CONTRACTOR to notify CITY Fleet Maintenance staff of needed repairs and preventive maintenance in a timely manner will be considered negligent and could result in contract penalties in the form of reduced reimbursement in the amount of such repairs caused by such neglect.
c. CONTRACTOR will coordinate with CITY Fleet Maintenance staff to operate a satisfactory preventive maintenance, bus cleaning and major component rebuilding/replacement program and providing for repair and maintenance of all CITY owned or provided equipment, including, but not limited to buses, two-way radios, wheelchair lifts and fareboxes. This includes, but is not limited to, ensuring the repair or replacement of buses and equipment by CITY in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.
d. CONTRACTOR shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. **CONTRACTOR** will do a detail or more thorough exterior and interior cleaning on each transit vehicle on a monthly basis, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. CITY will inspect buses to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 4: CITY of Madera Transit Performance Standards, Incentives and Penalties.
e. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to CITY.
f. CITY shall be responsible for licensing Revenue Vehicles with the DMV.
g. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times.
h. CONTRACTOR shall maintain the radio base station in good working condition and communicate with CITY to advise staff of maintenance requirement for radios on CITY-owned transit vehicles.
i. CONTRACTOR will cooperate with CITY to ensure that all vehicles and equipment used in the operation of DAR and MAX services are maintained at a level that will meet and pass all required CHP inspections. CONTRACTOR shall be responsible for assuring timely CHP inspections of all applicable vehicles.

CONTRACTOR shall supply computers and any peripheral equipment such as printers which must include scanning capability, and software applications including internet service to support

operational functions provided under this Agreement. In addition, CONTRACTOR shall provide adequate technical support to ensure minimal technical disruptions on transit operations services.

CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for DAR/ADA Paratransit service.

31) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to CITY within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and DAR buses operating more than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the CITY of Madera Police Department, Madera County Sheriff's Office or California Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to CITY property within three (3) working days. In cases involving injury, CONTRACTOR shall notify CITY transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to CITY.

CONTRACTOR shall work cooperatively with CITY staff, other CONTRACTORs, and local, State and Federal representatives in developing and, implementing the security procedures described in this Section.

Emergencies. Upon verbal or written authorization from CITY, CONTRACTOR shall respond to emergency situations, either within or outside the service area, with CONTRACTOR personnel and CITY-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Incurred costs for additional emergency service are billable to the CITY as part of the following month's normal billing process.

CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

Reporting. CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

(a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; and (D) employee training sessions. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

(b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by CITY or by Federal, state, or local agencies.

32) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, coordination of bus maintenance, marketing, and route planning with City on a frequent (at least monthly) basis or as reasonably determined by CITY.

33) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement.

34) Dispatching Software: CONTRACTOR shall utilize Trapeze Simpli Transport dispatching software (or something comparable) with enhanced functions, including a data plan for a minimum of eight (8) buses. CONTRACTOR shall provide a minimum of sixteen (16) tablets or comparable hardware equipment (including replacements) and eight (8) mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational the Trapeze Simpli Transport software (or comparable program) inclusive of enhancements within sixty (60) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the Trapeze Simpli Transport system (or comparable program) with expansion of the fleet.

35) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for managing the video surveillance data stored on CITY owned server. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

36) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and California Transportation Development Act reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit 5: City of Madera Reporting Requirements.

   a. The CONTRACTOR shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received.
   b. The CITY shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.
   c. CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 5: City of Madera Reporting Requirements of the RFP, including the following in two separate reports, a report for DAR and a report for MAX:
      i. Daily ridership by vehicle
      ii. Daily ridership by wheelchair-bound passengers
      iii. Daily mileage by vehicle
      iv. Daily vehicle service hours by vehicle
      v. Trip log from each vehicle operator
      vi. Dispatch records showing times for:
         1. Receipt of service requests
         2. Pickup point/drop-off point
         3. Pickup assignment made
         4. Actual pickup
         5. Variance between promised times and actual pickup times
         6. Actual delivery of passenger
      vii. On-time performance
      viii. Trip denials
      ix. ADA eligibility certifications, trip requests/denials, complaints log

d. CITY reserves the right to establish a standardized reporting format with which CONTRACTOR must comply. Reports may be requested in hard copy (soft copy preferred), on a portable USB or electronic transfer in a format compatible with CITY computer hardware and software.

e. CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to CITY:

i. Monthly Summaries. - CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by-route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. DAR reports shall distinguish all data points by City and County Area trips. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for CITY and County areas pursuant to CITY direction. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by CITY. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.

ii. Passenger Complaint and Compliment Reports. - CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY) and general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). All records of passenger complaints are to become a permanent record.

iii. Incident and Accident Reports. - CONTRACTOR shall, in accordance with the policy and process established by CITY, immediately notify the Madera Police Department, then the Transit Manager (or other appropriate CITY management staff if the Transit Manager cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

iv. National Transit Database (NTD).
   a. CONTRACTOR shall provide the data items to CITY as required by the FTA by September 1 each year for CITY to complete the NTD Small Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD Small Systems Reporting Manual.
   b. CONTRACTOR shall report to CITY by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.

v. Financial Reporting Requirements - CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.

vi. Equal Employment Opportunity (EEO) Affirmative Action Report. - CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each CITY fiscal year, prepare an EEO report which consists of the following:
   a. Workforce Analysis for each job category;
   b. Job Group Analysis for each job category;

c. Hiring Analysis for each job category;
d. Promotional Analysis for each job category;
e. Termination Analysis for each job category;
f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
g. Availability Analysis that compares the current workforce against the available workforce.

b. Surveys. CITY may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

c. Meetings. CITY's Transit Manager, or designee, and other appropriate CITY management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by funding entities.

**b. CITY RESPONSIBILITIES:** The CITY, as the owner of the service, shall establish overall management and operational policy for the service. The CITY will periodically consult with CONTRACTOR on operational issues affecting service.

1) Fuel: CITY shall provide fuel through a CITY designated fueling facility during the period of this Agreement for Dial-A-Ride and MAX services. CONTRACTOR shall have access to a Fuel Management Delivery System that shall be mutually acceptable to both parties. This fuel shall be used exclusively for Dial-A-Ride and fixed route operations. CITY and CONTRACTOR records regarding miles traveled and fuel consumption will be exchanged if either party desires.

2) Office Facility: CITY shall lease space to CONTRACTOR in the CITY's Intermodal Transportation Facility for operation of CITY's transit services, including space for dispatch, office and vehicle parking. The terms of such lease shall be set forth in a separate agreement between CITY and CONTRACTOR. CITY shall provide office furniture for its transit program at the Intermodal Transportation Facility sufficient to ensure smooth delivery of service. Office furniture deemed unnecessary, unsightly or undesirable may be removed at CITY's request. CITY may provide needed enhancements to the Intermodal Transportation Facility space occupied by CITY transit services without prior approval of CONTRACTOR. All furniture provided by CITY shall remain CITY property upon any termination of this Agreement. CONTRACTOR will not be prohibited by this Agreement from supplementing space at the CITY's Intermodal Transportation Facility with additional space at CONTRACTOR's expense. CONTRACTOR shall relocate at CONTRACTOR's expense to the proposed new Transit Administration Facility should construction be completed during the contract period.

CITY may conduct site visits of the Facility at any time during the Agreement Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the CITY's designated representatives as requested.

3) Routing and Scheduling: CITY shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for Dial-A-Ride.

CONTRACTOR is expected to assist CITY in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by CITY, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

4) Bus Stops and Bus Shelters: CITY shall provide bus stops, bus shelters, and related amenities.

5) Maintenance: With the exception of cleaning, CITY shall maintain, repair, and replace CITY-owned vehicles, including parts and labor.

6) Tickets/Passes and Schedules: CITY shall coordinate with CONTRACTOR to develop tickets, passes and DAR and MAX schedules/brochures for distribution by CONTRACTOR.

7) Advertising and Marketing: CITY shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials.

   CITY shall provide marketing, public relations, and advertising services. CITY's decisions on all matters relating to advertising shall be final.

8) Payment: CITY shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of the monthly invoice and/or billing.

9) California Highway Patrol (CHP) Fees: CITY shall provide reimbursement for appropriate and necessary CHP inspection fees.

4. **Maximum Obligation**: CITY agrees to pay CONTRACTOR for its services as described herein:

   a. The price to be paid by CITY to CONTRACTOR for fixed-route service, Madera Area Express/MAX, and Dial-A-Ride shall not exceed the amounts as outlined below:

      1). For the period **October 1, 2018 through June 30, 2019** xxx Dollars ($xxx,xxx), for a maximum of 11,850 ± 15% vehicle service hours for MAX and 10,200± 15% vehicle service hours for Dial-A-Ride.

**Note**: Costs after FY18/19 are based on an estimated annual CPI increase of two percent (2%) each year. Effective July 1 of each contract year, actual rates shall be adjusted to no more than the CPI annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased.

      2). For the period **July 1, 2019 through June 30, 2020**, an estimated xxx Dollars ($xxx,xxx), for a maximum of 15,800 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between the CITY and CONTRACTOR.
      3). For the period **July 1, 2020 through June 30, 2021**, an estimated xxx Dollars ($xxx,xxx), for a maximum of 15,800 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
      4). For the period **(Option Year 1) July 1, 2021 through June 30, 2022**, an estimated xxx Dollars ($xxx,xxx) for a maximum of 15,800 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
      5). For the period **(Option Year 2) July 1, 2022 through June 30, 2023**, an estimated xxx Dollars ($xxx,xxx) for a maximum of 15,200 ±15% vehicle service hours for MAX and 13,600 ±15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.

      Effective July 1 of each contract year beyond FY2018-19, rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed

three percent (3%). CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

Additional vehicle service hours may be operated upon the written request of the CITY and such additional service shall be in excess of the maximum obligation amount(s) as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in Section 6(a) of this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 5. Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).
All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR in the event that such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if TDA, FTA, or any other transit-related funds are not available or insufficient.

5. **Price Formula**: Effective July 1 of each contract year beyond FY2018-19, all rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. Annually, new rates shall be agreed upon, in writing, by the CITY and CONTRACTOR prior to invoicing by CONTRACTOR. Payment by CITY shall be computed as follows:

   a. **Vehicle Service Hourly Rate**

      1). For the period October 1, 2018 through June 30, 2019, the cost per vehicle service hour is $xx.xx for MAX and Dial-A-Ride. CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

      2) "Vehicle Service Hours" for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard,

designated lunch breaks, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

3) "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time, whichever is later, except in instances when the passenger actually boards the bus and is transported prior to the "scheduled" pick-up time. If the passenger actually boards the bus and is transported prior to his/her "scheduled" pick-up time, the time the passenger actually boards the bus shall be designated as the "first passenger pick-up."

b. **Fixed Monthly Fee**

1) For the period October 1, 2018 through June 30, 2019, the fixed monthly fee is $xx. CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Fixed Monthly Fee" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

6. **Invoices**: CONTRACTOR shall submit the invoices to CITY as follows:

   a. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 5 (a) and (b).

   b. CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

   c. Vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request. Hourly and fixed costs shall be computed weekly and submitted monthly.

7. **Payment**: All payments by CITY shall be made monthly after the service for the prior month has been provided. CITY shall make payment no more than thirty (30) days from receipt of invoice. CITY's standard policy is to pay by voucher or check within two (2) working days after each City Council meeting at which time payments may be authorized, provided that CITY receives the invoice at least fourteen (14) working days prior to the CITY meeting date. In the event CITY fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by CITY, CONTRACTOR shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of a repeated delinquency by CITY, CONTRACTOR shall have the right to request a deposit or payment bond from CITY before resuming service. CONTRACTOR shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement. If CITY disputes any items on an invoice for a reasonable cause,

CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. CITY shall notify CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY of the amounts and reasons for such deletions. CITY shall assign a sequential reference number to each deletion. Payments shall be by voucher or check payable to and mailed first class to:

Company Name and Address

8. **Control**:

   a. All services rendered by CONTRACTOR under this Agreement shall be subject to control of CITY.

   b. Notwithstanding the language in the preceding paragraph, CITY shall not interfere with the management of CONTRACTOR's normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. CITY may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme cases, CITY may request removal of a CONTRACTOR employee from performance under this Agreement, for example, on the basis of a driver's history in regards to driving records or abuse of DAR and/or MAX patrons. CITY shall make such request in writing, state the reasons therefore and include any supporting documentation. Such request shall not violate applicable local, state or federal laws, rules or regulations.

9. **Changes:** In the event CITY orders changes from this Agreement and/or the description of services in the Scope of Work or for other causes orders additional CONTRACTOR work not contemplated hereunder, additional compensation shall be allowed for such extra work. This additional compensation shall be negotiated between CITY and CONTRACTOR.

10. **Contract Re-negotiation**: This Agreement may be re-negotiated at any time during the period of this Agreement, in the event the CITY determines that a new scheduling, pickup or route system, or personnel levels, etc., may be cost-effective or necessary for efficient and effective operation of services. In this event, parties shall meet prior to any proposed service or contract changes to determine contract and payment schedules. Any new terms or conditions shall be agreed to in writing.

11. **Qualification for Future Contracts:** As a result of having entered into this Agreement, CONTRACTOR shall not be penalized or disqualified from bidding subsequent transportation management and operation programs under the jurisdiction of CITY.

12. **Succession:** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. **Termination:**

   a. Termination for Default: All the terms, conditions, and covenants of this Agreement are considered material, and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, CITY shall give CONTRACTOR thirty (30) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than thirty (30) days after receipt thereof to remedy, or cure such breach or default or is not diligently pursuing a cure, then CITY without further notice, may cancel this Agreement. In the event of termination of this Agreement as hereinabove specified, CITY shall have the right to take immediate possession of all buses, equipment, and facilities provided to CONTRACTOR by CITY. In the event the Agreement is terminated, all pertinent data prepared for the MAX and Dial-A-Ride services shall be made available to CITY without additional cost. Telephone number(s) for Dial-A-Ride and MAX will stay with the CITY.

b. Termination for Convenience: Either party may terminate this Agreement in whole or in part at any time giving written notice to the other party by certified mail or personal delivery. If a party elects to terminate this Agreement, such party shall give the other party thirty (30) days prior written notice of said termination. CONTRACTOR shall be paid its reasonable and necessary costs on work performed to the date of termination of service. CONTRACTOR compensation shall be governed by Section 5 - Price Formula. CONTRACTOR shall promptly submit its termination claim to CITY for payment. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR shall account for the same and shall dispose of it in the manner directed by CITY.

c. Rights of CITY upon Termination or Expiration of Agreement and Waiver of Claims: Upon expiration or earlier termination of this Agreement, CITY shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise, along the route and within the service area operated by CONTRACTOR as provided in this Agreement.

d. For all undisputed payments, in the event CITY is delinquent in paying CONTRACTOR for undisputed payments by more than fifteen (15) days and has received a statement by certified mail, then CONTRACTOR may serve a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by CITY. If CITY does not correct the delinquency or if its parties do not agree to arbitrate the dispute under the provisions of this Agreement, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

14. **Performance Bond:** CONTRACTOR will be responsible for the submission of a performance bond prior to the initiation of service. The bond shall be renewed on an annual basis for the duration of the Agreement term, and the amount of the bond shall be equal to twenty percent (20%) of the fixed cost component for the given year as identified in service contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the "City of Madera." Other performance bond arrangements are subject to the approval of CITY. CONTRACTOR shall maintain the performance bond during the life of the Agreement.

15. **Liquidated Damages:** CONTRACTOR's failure to perform contractual service obligations shall result in the assessment of liquidated damages at the rate of $100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to $500.00 per day for operational non-compliance/non-performance except as otherwise specifically identified in the RFP as Exhibit 4: City of Madera Transit Performance Standards, Incentives and Penalties of the RFP referenced in this Agreement in which case the later shall govern. CITY shall assess liquidated damages within ninety (90) days of the alleged failure or forfeit its right to assess such liquidated damages. No liquidated damages shall be assessed for service failures resulting from factors outside the scope of control of Contactor, including, but not limited to, weather, road construction or traffic delays.

16. **Communications:** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to CITY:
Grants Administrator
CITY OF MADERA
205 West 4th Street
Madera, California 93637
(559) 661-3692

If to CONTRACTOR:
Contract Administrator
**Name and Address of Company**

17. **Information and Documents:** All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out work as outlined in the Scope of Work and Agreement

hereof, shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible to carry out the work without undue delay.

18. **Proprietary Rights:** All inventions, improvements, discoveries, propriety rights, patents and copyright made by CONTRACTOR under this Agreement shall be made available to CITY with no royalties, charges or other costs but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR under this Agreement shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released to CITY or CITY's representative or participating organization without prior written consent of CONTRACTOR. Reports are excluded from this provision and shall be owned by CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. CITY shall approve papers and other formal publications before they are released.

19. **Force Majeure:** CONTRACTOR shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the government; riots; strikes; picketing; labor disputes; labor shortages; war; civil disorder; and unavailability of fuel. No payment, however, shall be made by CITY to CONTRACTOR for such time that service is not provided.

20. **Shortages and Delays:** In the event that CITY fails to provide or delays providing items as herein provided, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

21. **Emergency Procedures:** In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from CITY is intact, CONTRACTOR shall follow instruction of CITY. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency condition ceases, CONTRACTOR shall re-institute normal transportation services. CITY agrees to indemnify, hold harmless and defend CONTRACTOR, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with CONTRACTOR providing emergency services to the CITY. CITY also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract.

22. **Interruption of Service:** In the event service required to be performed by CONTRACTOR under this Agreement is interrupted for any cause, and scheduled service is discontinued for more than forty-eight (48) hours, CITY shall have the right forthwith to take temporary possession of all facilities, buses and equipment provided to CONTRACTOR by CITY, and the facilities and equipment supplied by CONTRACTOR for the purpose of continuing the service which CONTRACTOR has agreed to provide in order that the CITY can preserve and protect the public interest and welfare. In the event the CITY does take possession of said CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment that normally would have been incurred by CONTRACTOR. CITY shall have the right to possession of such facilities and equipment and to render the required service until CONTRACTOR can demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR, provided that such temporary assumption of CONTRACTOR's obligation under this Agreement shall not be continued by the CITY for more than one-hundred twenty (120) days from the date such operations were undertaken. Should CONTRACTOR fail to demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR prior to the expiration of

the aforementioned one-hundred twenty (120) days, this Agreement shall terminate and the rights and privileges granted in the Agreement shall be cancelled. During the period in which the CITY has temporarily assumed the obligations of CONTRACTOR under this Agreement, CITY shall pay costs and expenses applicable to said period, and CONTRACTOR shall not be entitled to receive payment as provided for in Section 6 herein. Any payments due CONTRACTOR for performance under this Agreement for services rendered during a partial monthly period shall be paid to CONTRACTOR.

23. **Audit:** CONTRACTOR shall permit the authorized representatives of CITY, County of Madera, California Department of Transportation, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records, including financial records, of the CONTRACTOR relating to performance under this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof. Any authorized representative of CITY shall have access to any writings as defined above for the purpose of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONTRACTOR. Further, CITY has the right at all reasonable times to audit, inspect, or otherwise evaluate financial internal controls and work performed or being performed under this Agreement.

In June of each year of the Agreement Term, CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness. These audits shall be based upon Federal, State, and local programs and guidelines, audit results, and the American Public Transportation Association (APTA) Bus Safety Management Program checklists. CONTRACTOR shall also participate in periodic CITY audits and monitoring and shall also assist CITY during any Federal, state, or local safety or security audits.

24. **Transportation Data Reporting:** CONTRACTOR shall report transportation data to CITY in accordance with Level C of the Uniform Financial Accounting and Reporting Elements (FARE) as required under Title 49 United States Code (U.S.C.) §5335(a). All transit data reporting should be consistent with National Transit Database (NTD) guidelines and requirements as applicable to the size and nature of the CITY's transit operations.

25. **Licenses:** A license and a Certificate of Public Convenience and Necessity to operate in accordance with this Agreement are hereby granted to CONTRACTOR. CITY and County of Madera hereby expressly waive any franchise or business license fees that CITY might ordinarily require for operation in accordance with this Agreement.

26. **Fidelity Bond:** During the period of time this Agreement shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty-Thousand Dollars ($50,000) with respect to any one occurrence by CONTRACTOR employees.

27. **Nondiscrimination:**

    a. In connection with the execution of this Agreement, CONTRACTOR shall comply with Department of Transportation (DOT) Title VI Civil Rights Act of 1964 regulations (49 CFR Part 21) regarding non-discrimination in federally-assisted programs of the DOT which by this reference are made a part of this Agreement. CONTRACTOR shall not discriminate against any employee or applicant for employment or patron because of age, race, religion, color, sex or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to employment; upgrading, demotions or transfers; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

    b. CONTRACTOR also shall comply with the provisions of Section 1735 of the California Labor Code.

28. **Disadvantaged Business Enterprise:** This Agreement adopts and incorporates the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.

29. **Prohibited Interest:** No member, officer or employee of CITY during his/her tenure or one year thereafter shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

30. **Conflict of Transportation Interests:** CONTRACTOR shall not divert any revenues, passengers or other business from CITY projects to any taxi or other transportation operation of CONTRACTOR.

31. **Debarred Bidders:** CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform CITY whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it promptly shall so inform CITY.

32. **Cargo Preference:** CONTRACTOR shall abide by 46 U.S.C. 124(B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipments of foreign made goods.

33. **Defense and Indemnification:**

    a. CONTRACTOR, its agents, officers and employees shall defend, indemnify, and hold harmless CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the performance of this Agreement by CONTRACTOR or CONTRACTOR agents, officers, employees, representatives or subcontractors. CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONTRACTOR's obligation under this subparagraph extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any negligent or wrongful act or omission of CONTRACTOR, its agents, employees, supplier, or any one employed by any of them or any one for whose acts or omissions any of them may be liable, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CITY, its agents or employees; passenger upon passenger violence; or routing.

    b. CONTRACTOR's obligation to defend, indemnify, and hold CITY, its agents, officers, and employees harmless under the provisions of this subparagraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

    c. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless CONTRACTOR, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of resulting from any negligent or wrongful act or omission of CITY, its officers, or employees, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.

    d. The scope of CONTRACTOR's management services, which are defined in this Agreement, will result in CONTRACTOR providing management services involving CITY's Americans with Disabilities Act (ADA) Program. CITY acknowledges that CITY is responsible for adopting policies for the operation of, or to be implemented under, the ADA Program. It is understood that, to the extent that any claims arise against either party (or any third party) involving ADA compliance issues or arising from CONTRACTOR's duties in assisting with the management of the ADA Program, so long as CONTRACTOR has complied with or implemented such policies established by CITY for the operation of such program, all such claims shall be the responsibility of CITY, and CITY shall indemnify, defend,

and hold harmless CONTRACTOR, and its agents from any and all loss or liability, including, with limitation, attorneys' fees, arising from such claims or the defense of such claims.

34. **Assignment**: This is an agreement for the services of CONTRACTOR. CITY has relied upon the skills, knowledge, experience, and training of CONTRACTOR, CONTRACTOR's firm, associates, and employees of CONTRACTOR as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement without the express written consent of CITY. Further, CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of CITY. Notwithstanding the above, the CONTRACTOR may assign this Agreement to a parent, subsidiary, related or affiliated company with written consent of the CITY.

35. **Amendment:** This Agreement may be modified, amended, changes added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

36. **Headings:** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

37. **Exhibits:** All Exhibits, Attachments and Requirements made part of the CITY's RFP for transit services are integral parts of this Agreement and are incorporated herein by reference.

38. **Independent Contractor:** In performance of the work, duties, and obligations assumed by CITY under this Agreement, it is mutually understood and agreed that CITY, including any and all of CITY's officers, agents and employees will, at all times, be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of CONTRACTOR. Furthermore, CONTRACTOR shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and functions. CITY and CONTRACTOR shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

    Because of its status as an independent CONTRACTOR, CITY shall have absolutely no right to employment rights and benefits available to CONTRACTOR employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CITY shall be solely responsible and hold CONTRACTOR harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to CONTRACTOR or to this Agreement.

39. **Compliance with Laws:** CITY shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of CITY's services.

    Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

40. **Attorneys' Fees/Venue:** In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

41. **Governing Law:** The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

42. **City's Authority:** Each individual executing or attesting to this Agreement on behalf of CITY hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing municipal corporation in good standing in the State of California.

43. **Contractor's Legal Authority:** Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures and that all required CONTRACTOR certifications and documentation has been provided to CITY:

| CITY OF MADERA | Company |
|---|---|
| By _____ | By _____ |
| Andrew J. Medellin, Mayor | |
| | Title _____ |

ATTEST:
Sonia Alvarez,
City Clerk

By _____

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

# Exhibit 7
# CITY OF MADERA FLEET MAINTENANCE POLICY

## I. POLICY STATEMENT:

It is the City of Madera's policy to have an on-going Preventive Maintenance Program that is designed to meet the public transportation needs with safe, clean and reliable vehicles.

## II. GOALS AND OBJECTIVES:

City of Madera's maintenance goals and objectives are to:

- Provide transportation to passengers in a vehicle that exceed the Federal Motor Carriers Standard for safety.
- Reduce the incidence of unscheduled repairs through effective deployment of scheduled preventive maintenance program.
- Extend the useful life of each bus.
- Track and keep maintenance costs in line with operating costs. The implementation and on-going utilization of this program ensures that the maintenance recommendations of the manufacturer are met, maximum efficiency in performance and operation is obtained, and maximum bus life and condition are maintained.

The effectiveness of this program is closely monitored and reviewed on a regular basis. If warranted, improvements and modifications are made to the program as necessary to ensure maximum efficiency and productivity of the fleet. A comprehensive fleet management software system, Trackum, has been implemented to improve the efficiency of the program.

This program, as a whole, is designed to improve the cost effectiveness and efficiency of City of Madera's overall transit operations and to protect the City's capital assets through quality monitoring and bus maintenance conducted on a regular basis.

## III. SERVICE PERFORMANCE STANDARDS

Our maintenance department tracks all vehicles in the City's transit fleet. Every vehicle is listed on a maintenance board which is updated daily. This ensures that preventive maintenance is performed at the correct intervals. Additionally, when work is performed, all aspects of the job are tracked on the maintenance software, Trackum. This system tracks what was repaired, all parts used, vehicle mileage, time needed for completion, and who performed the repairs.

Daily quality control involves ensuring that the maintenance department is up to date with their scheduled preventive maintenance procedures. City of Madera preventive maintenance inspections are in accordance with the vehicle OEM requirements and satisfy federal requirements including FTA Circulars 5010.1C and 9030.IC

A detailed, computerized, vehicle maintenance and repair history is maintained on each vehicle. This report tracks the inspection and repair history of each vehicle by component, job, time, mileage, and date.

Transit dispatchers are required to review the maintenance schedule daily. This ensures the City of Madera is up to date with preventive maintenance work and that buses are being

properly scheduled in accordance with federal requirements.

## IV. EQUIPMENT AND VEHICLE MAINTENANCE PROGRAM

### A. Preventive Maintenance Plan

City of Madera Preventive Maintenance (PM) Program relies on frequent and thorough vehicle inspections, along with timely repair of operating problems. This program is designed for the proper maintenance of all equipment in the transit fleet. The overall goals of the program is to ensure safety, reduce service interruptions, extend the life of the equipment, lower annual maintenance costs, and provide thorough and accurate record-keeping and management information. This program stresses the identification and correction of mechanical problems before on-route vehicle failures occur.

One key requirement is that drivers perform thorough pre-trip and post-trip bus inspections. Each driver will thoroughly inspect their vehicle prior to beginning each day's assignment, as well as when the vehicle is returned to the lot at the end of the day. If a driver notes a defect on the pre-trip form, the driver is required to notify the route dispatcher immediately. The bus will be removed from service until the defect is corrected. The route dispatcher will assign a reserve bus to the driver. The driver's initial training provides instruction on pre-trip inspection procedures.

Among other things, the driver will be required to check engine fluids, lights, body and tire condition, and to cycle the wheelchair lift prior to leaving the yard. Problems will be identified for management's attention using a Daily Driver's Report. If a safety-related defect is discovered, the vehicle will either be repaired prior to beginning service, or replaced with a spare vehicle. These steps help to ensure that all vehicles operated are safe and that developing problems are identified while they are still minor. The dispatcher will regularly monitor the driver's thoroughness in performing these inspections.

#### 1. Preventive (Scheduled) Maintenance

In addition to daily pre-trip and post-trip inspections by the driver, each vehicle will undergo preventive maintenance and service procedures on a periodic basis in conjunction with OEM guidelines.

**El Dorado and Goshen Buses**

"A" Level Service – 3,000 miles

"B" Level Service - Every 6000 miles

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the transit operations staff to properly schedule PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 3,000 miles. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 6,000 "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Each level has

a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the bus is in the shop.

Each level of inspection has been tailored to the vehicle type. Manufacturer's specifications, age, and other factors have been taken into account when developing the specific checklist forms.

**HVAC**

City of Madera employs AC-certified mechanics who perform/oversee the air conditioning and heating programs. The heating and air conditioning are checked at every Service Level "A" – 3,000/45 days preventive maintenance intervals. At that time, the A/C filters are cleaned or changed and the Freon level is checked. All air conditioning fluids will be checked and topped off on all PM`s. Belts and filters will also be inspected and replace as needed during routine PM`s. In addition, every unit is sent out for annual inspection by an A/C certified shop.

**Lift and Tie-Down Maintenance**

It is standard operating procedure that wheelchair lifts be fully deployed and exercised as part of the daily pre-trip inspection. Experience has shown that frequent exercising of wheelchair lifts accomplishes two objectives:

- Malfunctioning lifts are identified quicker, in many cases before a malfunction can result in inconvenience for a wheelchair passenger.
- The regular exercising of the lift mechanisms helps prevent lift maintenance problems and failures due to build-up of dirt, foreign object, corrosion, etc.

In addition to the daily exercising of wheelchair lifts, City of Madera regularly schedules wheelchair lift inspections in accordance with its Wheelchair Lift Inspection and Preventative Maintenance Program that is part of the scheduled "A" Level inspection every 3,000 miles.

If problems occur on route, the dispatcher is notified and the unit will either be pulled out of service or replaced with another unit with a working lift, or provisions will be made for alternative transportation if the delay exceeds 30 minutes.

**2. Unscheduled Maintenance**

In addition to regularly-scheduled preventive maintenance, City of Madera performs unscheduled maintenance and running repairs as may be necessary. The Maintenance Department is staffed five days a week, eight hours a day.

Typically, much of the unscheduled maintenance comes about through the pre-trip inspection process as drivers discover minor defects such as tires that lost pressure during the night, or lights that are burned out. Maintenance staff is available during pull-outs to repair such minor items quickly. If repairs will delay the operator's getting to his/her starting point on time, a back-up bus will be dispatched instead. A spare bus is prepared and checked out for this purpose.

Further, unscheduled maintenance can be required via the end-of-the-day bus check process and the dispatch staff review of pre-trip inspection reports filled out by the drivers. As each bus is brought back to the lot and placed in the service line, the bus defect card is collected from the driver and reviewed. This allows the dispatcher to interview the driver about the specific nature or symptoms of the problem that occurred. Then the bus is either parked (if there are no problems), or brought into the shop to correct defects.

Unscheduled maintenance can also be required through mechanical problems that develop during the course of the day. Two options to minimize operational impact are:

- *An extra driver or mechanic is dispatched with the back-up bus to switch equipment and bring the problem bus back to the City of Madera fleet maintenance facility. These switches will be made at the end of the line or at layover or transfer points as necessary to keep from inconveniencing passengers.*
- A mechanic with a service truck is dispatched to the problem bus for a quick running repair on the road. This truck will be outfitted with an air tank, fluids, a complement of air and hand tools, and a number of spare parts such as lights, hoses, belts and other items that commonly fail on the road. Again, these running repairs will be made at the end of the line or at layover points to minimize passenger inconvenience. If the problem cannot be fixed quickly, the bus will be switched and returned to the garage for repair.

### 3. Radio Maintenance

The radio system will be maintained by the City of Madera staff and applicable vendors. The City of Madera will work with contacted staff to ensure that spare units are available in the event of failures.

### 4. Parts, Fluids, and Tires

The City of Madera maintains appropriate inventory levels during the life of the vehicles. Local parts distributors will be utilized to a great extent to ensure rapid access to parts and materials. The City of Madera maintains commonly used parts and a supply of hard-to-find bus parts.

An adequate supply of parts, fluids and tires for all busses is stocked in the City Central Supply storeroom immediately adjacent to the equipment maintenance shop in order to insure minimal down of transit vehicles. The storeroom is secured and monitored at all times. An inventory control system allows the store keeper to replenish stock levels on an ongoing basis in order to avoid "out of stock" situations.

Fluids and lubricants are purchased in bulk as needed. The inventory is checked regularly and stock is replenished when necessary with local suppliers. Limited supplies of fluids will also be available on the shop truck.

Fluid storage and removal will comply with EPA, State and local guidelines. In addition, OSHA requirements regarding ventilation, lighting, etc., will be met through our shop safety program.

Tires will be stored and secured at the City of Madera Central Supply.

**5. Garage Equipment Safety Inspection**

A safety inspection is performed monthly on the garage equipment and machines. Equipment will be procured as needed. Much of the necessary equipment is already available.

## V. MAJOR REPAIRS AND WARRANTY WORK

Most of the regular repairs will be performed in-house. The garage is fully equipped to perform almost all engine, chassis, and component repairs that may be necessary. Body repair, paint and glasswork may be subcontracted to local providers.

The City of Madera manages warranty process as extensively as possible to avoid unwarranted costs, and has established effective relationships with the major manufacturers and component suppliers to facilitate this process. The Fleet Supervisor will administer all warranty repairs, and pursue all warranty reimbursement associated with work performed on the vehicles.

Warranty work will be done by each component's authorized service center in the Central California area; Cummins engine work will be performed by Cummins West Inc.; Allison transmission warranty work will be performed by Valley Power Company; Freightliner chassis repairs will be performed by Fresno Truck Center. Ford engine and chassis repairs will be performed by Freedom Ford Truck Center.

## VI. MAINTENANCE RECORDKEEPING AND SCHEDULING

The management team has implemented a comprehensive recordkeeping program to generate vehicle repair histories and schedule upcoming maintenance needs. The Maintenance Manager and operations staff works closely in this area on a daily basis to ensure proper rotation and scheduling of any maintenance or repairs needed.

In order to properly track the scheduling of these services, the City of Madera requires the transit service provider to maintain a PMI sheet. This PMI sheet contains information indicating the vehicle number, current mileage, mileage and type of next PM service due, and any defects or upcoming inspections due. It will be kept up to date at all times. The maintenance staff tracks all vehicle repairs, road calls and PMs for each bus. In order to ensure there will always be sufficient vehicles to meet operational needs, a daily roster board in the operations office will show vehicles scheduled for maintenance work or assigned to operations. Maintenance will supply operations with a list of downed vehicles on a daily basis. After all maintenance work has been completed and the vehicle meets safety standards, the daily drivers report will be signed off so the vehicle will be released for service.

Each vehicle file will have the vehicle repair history summary kept up to date. This shows an overview by date and mileage of every repair or PM procedure performed on the vehicle. These histories are extremely useful in highlighting developing problems and scheduling upcoming maintenance or overhauls.

All PM procedures and repairs performed on any vehicles will be documented by the

maintenance staff on Repair Orders. These will contain the following information:

- Repair order number
- Date of repair
- Unit number
- Serial number
- Odometer reading
- Mechanic performing the work
- Itemized listing of parts utilized
- Labor hours by work task
- Sublet charges (if applicable)
- Total costs itemized including parts, labor and taxes

Completed Repair Orders will be filed in each vehicle file and a summary will be entered in the vehicle's repair history file. In addition to vehicle repair histories and copies of work orders, a daily service log will be maintained by the drivers and dispatch staff to account for fuel and other consumables added. This information will be used to verify monthly fuel usage by vehicle and highlight any operating efficiency problems.

The City of Madera and contracted employees maintains a wide variety of written records and computerized transit maintenance records to more efficiently collect and analyze data. These maintenance records will include:

- Completed daily pre-trip and post-trip inspection forms
- Daily service log (fuel and fluids usage)
- Daily road call reports
- Master PM schedules
- Complete maintenance files on each vehicle including:
- Vehicle repair histories including scheduled and unscheduled maintenance
- Warranty information
- Repair orders including parts and labor allocations
- Fluids usage including fuel, oil, ATF, antifreeze
- Copies of safety inspections
- Operating equipment inventories
- Cleaning program records
- Safety inspection files on facilities and equipment (lifts, HVAC system, etc.)

## VII. VEHICLE CLEANING AND SERVICING

The operations staff (CONTRACTOR) is responsible for the cleaning of transit vehicles on a scheduled basis. These individuals will be scheduled to clean and service the vehicles when they pull-in from their daily assignments. The bus-cleaning program includes the following activities:

## 1. Pre-Trip Inspection

As part of the pre-trip inspection of the bus by the driver each day, the driver inspects the interior and exterior of the bus for dirt and debris. If the debris is minor in nature (newspapers, candy wrappers, etc.), the driver will pick it up. If the bus is dirty, the driver will report the matter immediately to the dispatcher. The bus then will be cleaned or replaced, depending on the amount of time available. The driver is also responsible for keeping the interior of the bus clean during the assigned work shift.

## 2. Supervisory Support

A supervisor will spot-check buses for cleanliness on a random basis. These spot checks may take place at any time, including the pre-trip period.

## 3. Specific Cleaning Procedures

Cleaning procedures will consist of the following steps:

- Bus drivers will clean their buses. At the end of the evening service run, a utility person will enter the bus and walk slowly to the rear of the bus, checking for newspapers, broken glass, torn seats, gum, open windows, graffiti, broken metal, and items stuffed between seats and side walls. Any passenger items left on the bus will be logged in, tagged, and given to the bus dispatcher immediately.
- The bus driver will use a cloth and an all-purpose cleaner to spray and wipe the sun shade, header panel, control panel, complete dash, mirrors, steering wheel, seat, and ledge around the windshield, the front panel of the dash, handrails, and the panel on the side of the seat. The interior of the windows, windshield, and door glass will be spot-cleaned with a window cleaner as needed.
- The bus driver then will sweep the bus. Once a week as scheduled, the cleaners will do a thorough interior cleaning using a commercial pre-mix cleaner, and a clean mop. This includes the step wells and the under-seat areas.
- The exterior of the buses will be washed minimum twice a week in order to maintain a professional appearance for the system.
- Once each month, or more often if necessary, the interior ceilings, side walls, hand rails, and seats will be cleaned.

In addition to cleaning the buses, bus drivers are charged with servicing their vehicle. This is done on a daily basis. Servicing includes checking and adding fluids as necessary, performing a walk-around inspection, and checking tire condition and inflation. All fuel and fluids added will be recorded on the appropriate logs. The mileage will also be recorded at this time.

# CITY OF MADERA
# PREVENTIVE MAINTENACE FORM

PM Order No. _____

Date Received _____

Bus No.# 00105

License

Mile/Hour

*City of Madera*

☐ DIAL-A-RIDE

☐ MAX

**PREVENTIVE MAINTENANCE FORM**

Equipment Description: _____

| LABOR HOURS | | | |
|---|---|---|---|
| Time Off/Time On | Hours | Minutes | Employee |
| Off / On | | | |
| Off / On | | | |
| Off / On | | | |
| Off / On | | | |
| Off / On | | | |

| STOCK PARTS USED | | | |
|---|---|---|---|
| Qty. | No. or Description | Unit Cost | Total Cost |
| | | | |
| | | | |
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| | | | |
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| | | | |
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| | | | |
| | | | |
| | | | |

| OUTSIDE LABOR & PARTS | | | |
|---|---|---|---|
| Invoice | Vendor | Description | Amt. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

☑ = Check, If O.K. | X = Adjustment Made | O = Repair Needed | NA = Not Appli

'A' SERVICE (EVERY 3,000 MILES)

AREA 1
- ☐ COOLING SYSTEM-HOSES, RADIATOR
- ☐ BELTS-CONDITION, TENSION
- ☐ FILTERS-CHANGE OIL, CLEAN AIR
- ☐ BATTERIES - WATER, CONDITION
- ☐ FLUIDS-OIL, STEERING, BRAKE, TRANS, ETC.
- ☐ WIRING - CONDITION, MOUNTING
- ☐ WIPERS - CONDITION, OPERATION

AREA 2
- ☐ SUSPENSION - SPRINGS, SHOCKS, STEERING
- ☐ TIRES - CUTS, WEAR (F-4/32, R-2/32)
- ☐ EXHAUST - MOUNTS, CONDITION
- ☐ TRANSMISSION - LEAKS, MOUNT
- ☐ DIFFERENTIAL - LEAKS, MOUNT, FLUID
- ☐ BRAKES - LEAKS, WEAR

AREA 3
- ☐ BODY - DAMAGE, PAINT
- ☐ LIGHTS - OPERATION, MOUNTS, CONDITION
- ☐ BUMPERS - DAMAGE, MOUNTS
- ☐ A/C SIDE CONDENSOR - FAN OPERATION

AREA 4
- ☐ PASSENGER DOOR - OPERATION, LINKAGE
- ☐ HAND HOLDS - MOUNTS
- ☐ SEATING - DAMAGE, MOUNTS
- ☐ WINDOWS - DAMAGE
- ☐ EMERGENCY EXITS - OPERATION
- ☐ LIGHTING - OPERATION
- ☐ HEAT - A/C-FRONT, REAR
- ☐ WHEELCHAIR LIFT - OPERATION, LOCKOUT
- ☐ WHEELCHAIR LIFT - MOTOR/PUMP
- ☐ WHEELCHAIR LIFT - FRAME

OTHER
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐

SPECIAL PROCEDURES: _____

'B' SERVICE (EVERY 6,000 MILES)

AREA 1
- ☐ COMPLETE 'A' SERVICE
- ☐ FILTERS - CHANGE AIR, FUEL
- ☐ IGNITION - INSPECT CAP, ROTOR, PLUGS
- ☐ COMPONENT - MOUNTS, LEAKS

AREA 2
- ☐ WIRING - DAMAGE, MOUNTS
- ☐ CLEANLINESS - GREASE, BUILD-UP
- ☐ SUSPENSION - KING PINS, DAMPNER, ETC.

AREA 3
- ☐ CHASIS MOUNT - WEAR, MISSING
- ☐ A/C SIDE CONDENSOR - MOUNTS, CHARGE

AREA 4
- ☐ INTERIOR MOLDING-DAMAGE, MOUNTS
- ☐ WINDOWS-MISSING PARTS, OPERATION

| Record all major repairs resulting from this PM inspection on a separate repair order. | Time Started Hr.: Min.: | Time Completed Hr.: Min.: | Supervisor's Signature | Date: |
|---|---|---|---|---|

# EXHIBIT 8
# Definitions & Acronyms

**Definitions**:

1. **Agreement**: The term "Agreement" means an Agreement between City and Contractor for the operation of the Madera Transit Division (MTD) services described in this Agreement and all the Attachments, Appendices and Exhibits hereto.
2. **Approval**: The term "Approval" means a written determination by City that a particular plan, program, invoice, action, or submittal of Contractor appears to meet the requirements of this Agreement or the other Contract Documents. "Approval" shall not operate to shift any risk to City or relieve Contractor of any obligations under this Agreement.
3. **Best Value**: a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, length of delivery schedules, and quality of proposed personnel, past performance and/or management plan as defined by the evaluation criteria as established in the solicitation documents. The award selection is based upon a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.
4. **Best and Final Offer**: The term "Best and Final Offer" or "BAFO" means the final, written Proposal made by the Contractor to provide the scope of services set forth in Request for Proposals No. 201718-10.
5. **Conduct Unbecoming an Employee**: - belligerent or malicious behavior, as well as a willful violation of City policy, procedure, Ordinance, laws or regulations. Examples of conduct unbecoming an employee include, but are not limited to:
    a. Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
    b. Any instance of belligerent or malicious behavior.
    c. Instance(s) of willful failure to assist customers.
    d. Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
    e. Instance(s) of littering in rolling stock or station areas.
    f. Instance(s) of snacking, reading, smoking, listening to radio or other audio devices or watching or listening to TV/video while on duty.
    g. Conduct demeaning to MTD or Contractor, including demeaning oral or written remarks made to the public and/or customers.
    h. Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
    i. Inappropriate use of City personal property, or demonstrating lack or care of such property.

6. **Contract:** The term "Contract" means that document or "Agreement" to be entered into between City and the successful proposer and offeror.
7. **Contract Term:** The term "Contract Term" means the base contract term and the option period (if exercised by City).
8. **Contractor:** The term "Contractor," "Proposer," "Bidder," and "Offeror" are used interchangeably to mean the transit services company submitting a proposal in response to this RFP and entering into an Agreement with City to provide the Scope of Work described herein.
9. **Days:** The term "Days" means business days recognized by City.
10. **Deadhead:** The term "Deadhead Miles" or "Deadhead Time" is the distance or time involved in driving a bus between the City's Corporation Yard, Intermodal Facility, and point of beginning or ending of the bus route over which that bus operates for fixed route service. "Deadhead" for Dial-a-Ride/ADA Paratransit service is the distance or time between the Corporation Yard, Intermodal Facility and the first pick-up or last drop-off location, including any fueling time, minus lunches and breaks.
11. **Emergency Change:** a deviation from the specification/Scope of Work (SOW) initiated by an unforeseen event which, if not addressed, would endanger the public safety.
12. **Equipment:** The term "Equipment" means the equipment, fareboxes and other fare collection equipment, computers, servers, cameras, communications equipment, and other equipment and systems used by Contractor to provide services under this Agreement, and includes both equipment supplied by City and equipment provided by Contractor.
13. **Event of Default:** The term "Event of Default" means an action or omission of Contractor that may give rise to a Termination for Default.
14. **Federal Transit Administration (FTA):** The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
15. **Fixed Monthly Fee:** The term "Fixed Monthly Fee" means the amount to be paid by City to Contractor each month, set forth in Section 5b of Exhibit 6: Pro Forma Contract as compensation for Contractor's fixed costs.
16. **Grand Total Proposal Price**: the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in this RFP, including all addenda.
17. **Interested Party:** The term "Interested Party" means any person who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
18. **Key Personnel:** The term "Key Personnel" means Contractor's Operations/General Manager, Regional Manager, IT Support, and Area Vice President (or similar position).
19. **Madera Intermodal Transportation Center**: The term "Intermodal Transportation Center", "Intermodal", and Intermodal Building" shall mean the Operations facility located at 123 N. E Street, Madera CA 93637.
20. **Madera Transit Division:** The fixed-route and Dial-a-Ride/ADA Paratransit public transit system operated by the City.

21. **Madera Transit Center:** The term "Madera Transit Center", MTC, or "Transit Facility" shall mean the Operations facility anticipated to be constructed in 2019 at Freedom Industrial Park (near Pine Street and Pecan Avenue).
22. **Missed Trip:** The term "Missed Trip" means a scheduled trip, in which the driver arrives outside of the pickup window and the rider does not take the trip, i.e., where Revenue Mile(s) are not provided.
23. **Party or Parties:** The term "Party" or "Parties" means City and Contractor.
24. **Public Works Yard:** The term "Public Works Yard" or Yard, shall mean the City's public works maintenance facility which serves as the location for limited bus storage, maintenance and repairs, located at 1030 S. Gateway Drive, Madera.
25. **Not Relevant:** Present/past performance services involved little or none of the scope and magnitude of effort and complexities this solicitation requires. (evaluation factor)
26. **Non-Revenue Vehicle:** The term "Non-Revenue Vehicle" means a vehicle that is used to support transit services but is not used in Revenue Service. The term includes any Non-Revenue Vehicles provided by Contractor.
27. **Rate per Revenue Hour:** The term "Rate per Revenue Hour" means the amount per hour to be paid by City to Contractor each month as compensation for that portion of Contractor's cost of operating services under this Agreement (other than its fixed costs) that is dependent on the hours of service operated.
28. **RFP:** The Term "RFP" means Request for Proposal.
29. **Recovery Time:** The term "Recovery Time" means the time between the end of one trip and the scheduled start time of the next trip intended to mitigate schedule adherence issues that could result in service delays.
30. **Relevant**: Present/past performance of similar services and magnitude of effort and complexities this solicitation requires. (evaluation factor)
31. **Revenue Hour:** The term "Revenue Hour" means the time in hours that a Revenue Vehicle is in Revenue Service, excluding Deadhead Time, and begins with the first pick-up.
32. **Revenue Mile:** The term "Revenue Mile" means the distance in miles that a Revenue Vehicle is in Revenue Service, excluding Deadhead Miles.
33. **Revenue Service:** The term "Revenue Service" means the operation of a Revenue Vehicle in transit services available to carry fare paying passengers.
34. **Revenue Vehicle:** The term "Revenue Vehicle" means any Vehicle that is owned by City and used by Contractor to provide fixed route and Dial-a-Ride/ADA Paratransit services under this Agreement.
35. **Road Call**: The term "Road Call" means any occasion when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair, including lift or securement devices.
36. **Rover:** The term "Rover", also known as a "Stand by" bus, means any revenue vehicle positioned with a bus operator at the Manteca Transit Center (MTC), ready to be inserted into a route immediately. The Rover bus is utilized at Contractor's discretion consistent with guidelines established by the Transit Manager.
37. **Solicitation:** The term "Solicitation "means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

38. **Start-Up Date:** The term "Start-Up Date" means the date Contractor assumes responsibility for the operation of Revenue Service under this Agreement, which is scheduled for October 1, 2018.
39. **Subscription Service**: The term "Subscription Service" means the provision of repetitive trips over an extended period of time without requiring individuals to call in to request reservations for each trip.
40. **Transit Manager:** The term "Transit Manager" means City's Program Manager, or other designee, assigned to manage and oversee this project.
41. **Trip:** The term "Trip" means a one-way movement of a Revenue Vehicle in service from one terminus to another terminus of a single route.
42. **Vehicle:** The term "Vehicle" Includes the Revenue Vehicles and Non-Revenue Vehicles used by Contractor in providing services under this Agreement.
43. **Work:** The term "Work" means all the services and responsibilities to be performed by Contractor under this Agreement, as specified, stated, or implied in this Agreement. The term "Scope of Services" may be used interchangeably with "Work" or "Scope of Work".

**Acronyms**:

**ADA** - Americans with Disabilities Act

**APTA** - American Public Transit Association

**CALOSHA** - California Division of Occupational Safety and Health Administration

**CARB** - California Air Resources Board

**CFMP** - Contractor's Facility Maintenance Plan

**CFR** - Code of Federal Regulations

**CHP** - California Highway Patrol

**CPUC** - California Public Utilities Commission

**EPA** - Environmental Protection Agency

**FTA** - Federal Transit Administration of the U.S. Department of Transportation

**MCTC** – Madera County Transportation Commission

**MOU** - Memorandum of Understanding

**NTD** - National Transit Database

**NTSB** - National Transportation Safety Board

**OEM** - Original Equipment Manufacturer

**OTP** - On Time Performance

**RTP** - Regional Transit Plan

**SOP** - Standard Operating Procedures

**TAB** – Transit Advisory Board

**TSA** - Transportation Security Administration

**USDOT** - United States Department of Transportation

FTA and other regulatory agencies circulate definitions and acronyms that are controlling definitions for reporting. The FTA 's National Transit Database glossary (NTD Glossary) provides industry-accepted definitions and establishes how certain operating, financial, and performance matters must be reported. The current NTD Glossary and Reporting Manual can be found at: https://www.transit.dot.gov/ntd. The definitions and acronyms disseminated and updated by these agencies will be the controlling method for any interpretation or calculation for reporting or accounting purposes for the services specified by this Request for Proposal (RFP) and any subsequent contract issued pursuant to this RFP with the controlling oversight agency's definitions and acronyms having the highest precedence.

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# Exhibit B

Cost Proposal

**ATTACHMENT A**
**Cost Proposal Form – (Page 6 of 6)**

MV Transportation, Inc.
(Name of Company)

PROPOSER hereby submits this cost proposal to meet the specifications for the City of Madera fixed-route and demand-response transit services.

Corporation
Type of Business (sole proprietorship, partnership or corporation)

2711 N. Haskell Ave., Suite 1500 LB-2, Dallas, TX 75204
Address

623-340-3209
Telephone

623-707-4221/joe.escobedo@mvtransit.com
Fax Number & Email Address

Joe Escobedo
Name

Senior Vice President
Title

Signature

October 29, 2018
Date

## LINE ITEM OPERATING BUDGET

PROPOSER: MV Public Transportation, Inc.

| | Year 1 December 14, 2018 - June 30, 2019 | | Year 2 July 1, 2019 – June 30, 2020 | | Year 3 July 1, 2020 – June 30, 2021 | |
|---|---|---|---|---|---|---|
| **Costs** | **Fixed** | **Variable** | **Fixed** | **Variable** | **Fixed** | **Variable** |
| **A. Salaries and Wages** | | | | | | |
| 1. Management | 39,000 | | 72,975 | | 74,799 | |
| 2. Supervisors/Dispatchers | 63,488 | | 125,466 | | 140,889 | |
| 3. Support Staff | 0 | | 0 | | 0 | |
| 4. Maintenance Staff | 0 | | 0 | | 0 | |
| 5. Drivers | | 304,614 | | 600,352 | | 674,146 |
| 6. Drivers: Training and Non-Revenue | | 10,324 | | 19,917 | | 21,769 |
| **B. Payroll Taxes and Fringe Benefits** | | | | | | |
| 1. Management | 6,993 | | 12,912 | | 13,146 | |
| 2. Supervisors/Dispatchers | 12,500 | | 23,238 | | 24,320 | |
| 3. Support Staff | 0 | | 0 | | 0 | |
| 4. Maintenance Staff | 0 | | 0 | | 0 | |
| 5. Workers Compensation: Staff | 0 | | 0 | | 0 | |
| 6. Workers Compensation: Drivers | 39,502 | | 77,753 | | 87,298 | |
| 7. Drivers | | 103,195 | | 194,998 | | 209,149 |
| 8. Drivers: Training and Non-Revenue | | 3,497 | | 6,474 | | 6,754 |
| **C. Facility Expense** | | | | | | |
| 1. Rent | 1 | | 1 | | 1 | |
| 1. Utilities | 3,725 | | 6,988 | | 10,919 | |
| 2. Phone | 5,957 | | 11,175 | | 18,241 | |
| 4. Facility Maintenance | 0 | | 0 | | 0 | |
| **D. Office Expenses** | | | | | | |
| 1. Office equipment lease/amortization | 3,556 | | 6,564 | | 6,564 | |
| 2. Office Supplies | 2,061 | | 3,866 | | 3,982 | |
| 3. Printing/copying | 0 | | 0 | | 0 | |
| **E. Insurance Expense** | | | | | | |
| 1. General Liability | 0 | | 0 | | 0 | |
| 2. Vehicle Liability | 29,441 | | 54,534 | | 54,870 | |
| 3. Performance Bond | 1,025 | | 1,911 | | 2,044 | |
| 4. Licenses | 0 | | 0 | | 0 | |
| **F. Maintenance Expense** | | | | | | |
| 1. Parts | | 0 | | 0 | | 0 |
| 2. Tires | | 0 | | 0 | | 0 |
| 3. Supplies and Materials | | 0 | | 0 | | 0 |
| **G. Vehicle Cleaning Expense** | | | | | | |
| 1. Vehicle cleaning expense | | 10,251 | | 19,232 | | 19,808 |
| **H. Equipment Purchase/Depreciation** | | | | | | |
| 1. Support / Relief Vehicles | 0 | | 0 | | 0 | |
| 2. DriveCam / MobilEye | 2,640 | | 4,875 | | 4,875 | |
| 3. Tablets | 1,068 | | 1,971 | | 1,971 | |
| **I. Miscellaneous Expense** | | | | | | |
| 1. Employee miscellaneous | 4,161 | | 11,921 | | 15,760 | |
| 2. Non-Revenue Vehicle miscellaneous | | 0 | | 0 | | 0 |
| 3. Other misc. - Interest | 3,271 | | 5,792 | | 5,327 | |
| 3. Other misc. - Computer & Licensing | 2,200 | | 4,127 | | 4,251 | |
| 3. Other misc. - Trapeze Simpli | 3,361 | | 6,305 | | 6,494 | |
| 3. Other misc. - Tablet Charges | 1,226 | | 2,300 | | 2,369 | |
| 3. Other misc. - Personal Property Tax | 519 | | 974 | | 1,003 | |
| 4. DriveCam Monitoring Fee | 2,161 | | 4,055 | | 4,176 | |
| **J. Startup Expense** | | | | | | |
| 1. (include detail in proposal write-up) | 0 | | 0 | | 0 | |
| **K. Profit and Overhead** | | | | | | |
| 1. Overhead | 12,800 | 24,263 | 22,482 | 42,999 | 21,480 | 41,406 |
| 2. Profit | 15,360 | 29,116 | 30,285 | 57,924 | 32,220 | 62,109 |
| **Total Fixed Cost** | 256,003 | | 492,470 | | 536,999 | |
| **Total Variable Cost** | | 485,260 | | 941,895 | | 1,035,142 |
| **TOTAL PROJECT COST** | 741,263 | | 1,434,364 | | 1,572,140 | |

PROPOSER: MV Public Transportation, Inc.

| | OPTION Year 1 July 1, 2021– June 30, 2022 | | OPTION Year 2 July 1, 2022 – June 30, 2023 | |
|---|---|---|---|---|
| **Costs** | **Fixed** | **Variable** | **Fixed** | **Variable** |
| **A. Salaries and Wages** | | | | |
| 1. Management | 76,669 | | 78,586 | |
| 2. Supervisors/Dispatchers | 152,485 | | 158,766 | |
| 3. Support Staff | 0 | | 0 | |
| 4. Maintenance Staff | 0 | | 0 | |
| 5. Drivers | | 730,652 | | 759,196 |
| 6. Drivers: Training and Non-Revenue | | 23,361 | | 24,287 |
| **B. Payroll Taxes and Fringe Benefits** | | | | |
| 1. Management | 13,554 | | 13,976 | |
| 2. Supervisors/Dispatchers | 25,737 | | 26,722 | |
| 3. Support Staff | 0 | | 0 | |
| 4. Maintenance Staff | 0 | | 0 | |
| 5. Workers Compensation: Staff | 0 | | 0 | |
| 6. Workers Compensation: Drivers | 94,658 | | 98,377 | |
| 7. Drivers | | 223,505 | | 232,185 |
| 8. Drivers: Training and Non-Revenue | | 7,146 | | 7,428 |
| **C. Facility Expense** | | | | |
| 1. Rent | 1 | | 1 | |
| 1. Utilities | 14,395 | | 14,827 | |
| 2. Phone | 17,551 | | 12,212 | |
| 4. Facility Maintenance | 0 | | 0 | |
| **D. Office Expenses** | | | | |
| 1. Office equipment lease/amortization | 6,742 | | 6,893 | |
| 2. Office Supplies | 4,102 | | 4,225 | |
| 3. Printing/copying | 0 | | 0 | |
| **E. Insurance Expense** | | | | |
| 1. General Liability | 0 | | 0 | |
| 2. Vehicle Liability | 55,210 | | 55,553 | |
| 3. Performance Bond | 2,189 | | 2,259 | |
| 4. Licenses | 0 | | 0 | |
| **F. Maintenance Expense** | | | | |
| 1. Parts | | 0 | | 0 |
| 2. Tires | | 0 | | 0 |
| 3. Supplies and Materials | | 0 | | 0 |
| **G. Vehicle Cleaning Expense** | | | | |
| 1. Vehicle cleaning expense | | 20,403 | | 21,015 |
| **H. Equipment Purchase/Depreciation** | | | | |
| 1. Support / Relief Vehicles | 0 | | 0 | |
| 2. DriveCam / MobilEye | 4,875 | | 3,900 | |
| 3. Tablets | 2,024 | | 2,069 | |
| **I. Miscellaneous Expense** | | | | |
| 1. Employee miscellaneous | 16,233 | | 16,720 | |
| 2. Non-Revenue Vehicle miscellaneous | | 0 | | 0 |
| 3. Other misc. - Interest | 5,360 | | 5,324 | |
| 3. Other misc. - Computer & Licensing | 4,378 | | 4,510 | |
| 3. Other misc. - Trapeze Simpli | 6,689 | | 6,889 | |
| 3. Other misc. - Tablet Charges | 2,440 | | 2,513 | |
| 3. Other misc. - Personal Propertly Tax | 1,033 | | 1,064 | |
| 4. DriveCam Monitoring Fee | 4,302 | | 4,431 | |
| **J. Startup Expense** | | | | |
| 1. (include detail in proposal write-up) | 0 | | 0 | |
| **K. Profit and Overhead** | | | | |
| 1. Overhead | 22,695 | 44,670 | 23,103 | 46,405 |
| 2. Profit | 34,042 | 67,005 | 34,654 | 69,607 |
| **Total Fixed Cost** | 567,364 | | 577,573 | |
| **Total Variable Cost** | | 1,116,742 | | 1,160,123 |
| **TOTAL PROJECT COST** | 1,684,106 | | 1,737,696 | |

## START-UP DETAILS AND COSTS

| Item # | Item Description | Proposed Start-up Cost |
|---|---|---|
| 1 | Office Supplies | $ 2,583.59 |
| 2 | Operator uniforms | $ 4,322.58 |
| 3 | Relocation costs | $ 5,000.00 |
| 4 | Training Costs | |
| 5 | Wage/benefit Costs | $ 31,274.02 |
| 6 | Insurance | |
| 7 | Inventory set-up costs | |
| 8 | Leasehold improvements | |
| 9 | Corporate support/profit | |
| 10 | Recruitment Expenses | $ 1,500.00 |
| 11 | Recruitment Bonuses | |
| 12 | Outside trainer lodging/travel | $ 15,540.00 |
| 13 | | |
| 14 | | |
| 15 | Other Miscellaneous Expenses (list below): | |
| 16 | Background Checks, Drug & Alcohol Testing, MVR | $ 5,088.00 |
| 17 | MobilEye Install | $ 4,750.00 |
| 18 | Safety Supplies | $ 1,500.00 |
| 19 | Phone/Internet Setup | $ 6,523.00 |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | Overhead | $ 4,386.58 |
| 25 | Profit | $ 5,263.90 |
| TOTAL: | | $ 87,731.67 |

* This form should identify each component required for start-up of transit services, including the cost for each during the start-up period.

**On behalf of the entity I am authorized to represent, I understand and certify the proposed rates as set forth above.**

By: 

Date: 10/29/2018

Title: Sr. Vice President

**STAFFING LEVELS & WAGES/SALARIES**
**FULL-TIME**

Definitions:

"FTE means the number of full time equivalent positions needed to operate the proposed services. Full time equivalents equal 2,000 hours.

"Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTEs) at differing hourly wage rates for this contract. *Please explain and justify any off-site personnel included in the price proposal.

| FIXED Route Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 12/14/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | 1.04 | $ 12.16 | 1.31 | $ 13.38 | 1.16 | $ 15.75 | 1.16 | $ 16.56 | 1.06 | $ 17.06 |
| Drivers | 1.03 | $ 13.38 | 0.95 | $ 15.15 | 1.31 | $ 17.46 | 1.53 | $ 18.35 | 1.42 | $ 18.90 |
| Drivers | 2.06 | $ 15.64 | 2.37 | $ 17.71 | 2.61 | $ 20.40 | 2.00 | $ 21.44 | 2.61 | $ 22.09 |
| Drivers | 6.17 | $ 19.20 | 5.68 | $ 21.75 | 5.23 | $ 25.05 | 5.61 | $ 26.33 | 5.22 | $ 27.12 |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | 1.54 | $ 15.34 | 1.54 | $ 17.33 | 1.54 | $ 19.37 | 1.54 | $ 20.44 | 1.54 | $ 21.05 |
| Operations Manager | 0.51 | $ 34.62 | 0.51 | $ 35.48 | 0.51 | $ 36.37 | 0.51 | $ 37.28 | 0.51 | $ 38.21 |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | 12.36 | | 12.36 | | 12.36 | | 12.36 | | 12.36 | |

| Dial-A-Ride Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 12/14/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | 0.96 | $ 12.16 | 1.21 | $ 13.38 | 1.07 | $ 15.75 | 1.07 | $ 16.56 | 0.97 | $ 17.06 |
| Drivers | 0.97 | $ 13.38 | 0.89 | $ 15.15 | 1.23 | $ 17.46 | 1.45 | $ 18.35 | 1.34 | $ 18.90 |
| Drivers | 1.94 | $ 15.64 | 2.23 | $ 17.71 | 2.47 | $ 20.40 | 1.89 | $ 21.44 | 2.46 | $ 22.09 |
| Drivers | 5.83 | $ 19.20 | 5.36 | $ 21.75 | 4.93 | $ 25.05 | 5.29 | $ 26.33 | 4.92 | $ 27.12 |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | 1.46 | $ 15.34 | 1.46 | $ 17.33 | 1.46 | $ 19.37 | 1.46 | $ 20.44 | 1.46 | $ 21.05 |
| Operations Manager | 0.49 | $ 34.62 | 0.49 | $ 35.48 | 0.49 | $ 36.37 | 0.49 | $ 37.28 | 0.49 | $ 38.21 |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | 11.64 | | 11.64 | | 11.64 | | 11.64 | | 11.64 | |

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

* Please explain and justify any off-site personnel included in the price proposal.

**STAFFING LEVELS & WAGES/SALARIES**
**PART-TIME**

Definitions:

"Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTEs) at differing hourly wage rates for this contract.

| FIXED Route Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 12/14/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | 0.51 | $ 12.16 | 0.51 | $ 13.38 | 0.51 | $ 15.75 | 0.51 | $ 16.56 | 0.51 | $ 17.06 |
| Drivers | | $ 13.38 | | $ 15.15 | | $ 17.46 | | $ 18.35 | | $ 18.90 |
| Drivers | | $ 15.64 | | $ 17.71 | | $ 20.40 | | $ 21.44 | | $ 22.09 |
| Drivers | | $ 19.20 | | $ 21.75 | | $ 25.05 | | $ 26.33 | | $ 27.12 |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | 0.26 | $ 15.01 | 0.26 | $ 17.00 | 0.26 | $ 19.03 | 0.26 | $ 20.11 | 0.26 | $ 20.71 |
| Operations Manager | | | | | | | | | | |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | **0.77** | | **0.77** | | **0.77** | | **0.77** | | **0.77** | |

| Dial-A-Ride Services | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Job Classifications | FY2018-19 12/14/18 – 6/30/19 | | FY2019-20 7/1/19-6/30/20 | | FY2020-21 7/1/20-6/30/21 | | OPTION YEAR 1: FY21-22 | | OPTION YEAR 2: FY22-23 | |
| | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage | FTE | Wage |
| Drivers | 0.49 | $ 12.16 | 0.49 | $ 13.38 | 0.49 | $ 15.75 | 0.49 | $ 16.56 | 0.49 | $ 17.06 |
| Drivers | | $ 13.38 | | $ 15.15 | | $ 17.46 | | $ 18.35 | | $ 18.90 |
| Drivers | | $ 15.64 | | $ 17.71 | | $ 20.40 | | $ 21.44 | | $ 22.09 |
| Drivers | | $ 19.20 | | $ 21.75 | | $ 25.05 | | $ 26.33 | | $ 27.12 |
| Drivers | | | | | | | | | | |
| Dispatchers/Supervisors | 0.24 | $ 15.01 | 0.24 | $ 17.00 | 0.24 | $ 19.03 | 0.24 | $ 20.11 | 0.24 | $ 20.71 |
| Operations Manager | | | | | | | | | | |
| Office/Clerical Staff | | | | | | | | | | |
| Trainers | | | | | | | | | | |
| Off-Site Personnel* | | | | | | | | | | |
| Total FTEs | **0.73** | | **0.73** | | **0.73** | | **0.73** | | **0.73** | |

Please list all benefits a part-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

* Please explain and justify any off-site personnel included in the price proposal.

# ATTACHMENT A
## Cost Proposal Form - (Page 1 of 6)

PROPOSER: MV Public Transportation, Inc.

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

| TOTAL PROPOSAL COST | YEAR 1 FY18-19* | YEAR 2 FY19-20 | YEAR 3 FY20-21 | OPTION YEAR 1: FY21-22 | OPTION YEAR 2: FY22-23 | 3-YEAR TOTAL | 5-YEAR TOTAL |
|---|---|---|---|---|---|---|---|
| Fixed-Route Cost per Revenue Hour | $32.46 | $34.13 | $37.51 | $40.46 | $42.03 | | |
| Dial-A-Ride/ADA Paratransit Cost per Revenue Hour | $32.46 | $34.13 | $37.51 | $40.46 | $42.03 | | |
| Monthly Fixed Costs | $39,385.07 | $41,039.14 | $44,749.91 | $47,280.33 | $48,131.05 | | |
| **TOTAL COST*** | $741,262.60 | $1,434,364.30 | $1,572,140.43 | $1,684,106.17 | $1,737,695.69 | $3,835,499.01 | $7,257,300.87 |
| **PRO FORMA ESCALATION %** | | | | | | | |

| PROJECTED VEHICLE REVENUE HOURS* | YEAR 1: FY18-19 | YEAR 2: FY19-20 | YEAR 3: FY20-21 | OPTION YEAR 1: FY21-22 | OPTION YEAR 2: FY22-23 | 3-YEAR TOTAL | 5-YEAR TOTAL |
|---|---|---|---|---|---|---|---|
| Fixed-Route Vehicle Rev Hours | 10,650±15% | 14,200±15% | 14,200±15% | 14,200±15% | 14,200±15% | 39,500±15% | 67,450±15% |
| Dial-A-Ride Vehicle Rev Hours | 10,050±15% | 13,400±15% | 13,400±15% | 13,400±15% | 13,400±15% | 36,850±15% | 63,650±15% |

* Year 1, FY18-19 to be a firm cost pro-rated October 1, 2018 – June 30, 2019; subsequent annual actual contract costs to be based on CPI.

* MV's start-up cost is $87,731.67 in addition to the above stated costs. Additionally, the City agreed on 9/27/18 to remove the escalation % previously listed at 2% on this form.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: _____ Title: Sr. Vice President Date: 10/29/18

## Attachment to Cost Page – Staffing Levels & Wages/Salaries Full-Time

## Bargained Employees

All full-time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Safety Bonus:** $200 per year for performing their duties in a safe manner and maintaining a good attendance record.

- **Vacation Pay:** MV will honor all existing operators' level of vacation. Full time employees will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 3 years and 120 hours after 6 years. Part time employees receive 24 hours after 2 years, with the amount increasing to 40 hours after 6 years of service.

- **Medical & Dental Insurance:** MV will provide medical and dental insurance to full-time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.

- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.

- **Holiday Pay:** Eight (8) paid holidays will be offered for full-time employees. Employees hired from the existing contractor will receive this benefit from day one.

- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per year.

## Attachment to Cost Page – Staffing Levels & Wages/Salaries Full-Time

## Hourly Non-Bargained Employees

All full-time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs. Employees shall qualify for the group medical, dental, and vision insurance coverage in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA).

- **Vacation Pay:** MV will honor all existing operators' level of vacation. Employees new to the system will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 5 years.

- **Medical & Dental Insurance:** MV will provide medical and dental insurance to qualified employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.

- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through Securian Life Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.

- **Holiday Pay:** Six paid holidays will be offered for full-time employees. Employees hired from the existing contractor will receive this benefit from day one.

- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per payroll.

# METLIFE PREFERRED DENTIST PROGRAM

2018-2019 Procedure Charge Schedule - $15 Plan

How to use this chart

1) If you participate in a MetLife Preferred Dentist Program plan that uses procedure charge schedules to determine your out-of-pocket expense for covered services rendered by a participating dentist, please refer to the chart below to determine which schedule applies to you. Please remember that the schedule you should refer to relates to the area in which you receive services (i.e. the first three digits of your dentist's office ZIP code). This chart contains some of the most common dental procedures. Please see your benefit booklet or refer to www.metlife.com/mybenefits for services covered under your dental plan.

2) When your dentist suggests treatment, refer to the appropriate ADA Procedure Codes beginning on page 6 to find your out-of-pocket expense for those services.

3) Please note that procedure charges listed may not represent the full extent of your out-of-pocket expense. Some services may be subject to your dental benefits plan's alternate benefit provisions. It is strongly suggested that you obtain a pretreatment estimate of benefits before the services are rendered in order to better understand what services are covered by your plan and an estimate of what your plan will pay.

| State | Zip | Area |
|---|---|---|
| Alabama | 350 | 1 |
| Alabama | 355 | 1 |
| Alabama | 359 | 1 |
| Alabama | 363 | 1 |
| Alabama | 367 | 1 |
| Alaska | 996 | 4 |
| Arizona | 850 | 2 |
| Arizona | 855 | 2 |
| Arizona | 860 | 2 |
| Arkansas | 716 | 1 |
| Arkansas | 720 | 1 |
| Arkansas | 724 | 1 |
| Arkansas | 728 | 1 |
| California | 902 | 2 |
| California | 906 | 2 |
| California | 911 | 3 |
| California | 915 | 2 |
| California | 919 | 2 |
| California | 923 | 2 |
| California | 927 | 2 |
| California | 932 | 3 |
| California | 936 | 2 |
| California | 940 | 4 |
| California | 944 | 4 |
| California | 948 | 3 |
| California | 952 | 3 |
| California | 956 | 3 |
| California | 960 | 3 |
| Colorado | 802 | 2 |
| Colorado | 806 | 2 |
| Colorado | 810 | 2 |
| Colorado | 814 | 2 |
| Connecticut | 061 | 3 |
| Connecticut | 065 | 4 |
| Connecticut | 069 | 4 |
| D.C. | 204 | 2 |
| Delaware | 199 | 4 |
| Florida | 323 | 1 |
| Florida | 327 | 1 |
| Florida | 331 | 2 |

| State | Zip | Area |
|---|---|---|
| Alabama | 351 | 1 |
| Alabama | 356 | 1 |
| Alabama | 360 | 1 |
| Alabama | 364 | 1 |
| Alabama | 368 | 1 |
| Alaska | 997 | 4 |
| Arizona | 851 | 2 |
| Arizona | 856 | 2 |
| Arizona | 863 | 2 |
| Arkansas | 717 | 1 |
| Arkansas | 721 | 2 |
| Arkansas | 725 | 1 |
| Arkansas | 729 | 1 |
| California | 903 | 3 |
| California | 907 | 2 |
| California | 912 | 2 |
| California | 916 | 2 |
| California | 920 | 2 |
| California | 924 | 2 |
| California | 928 | 2 |
| California | 933 | 3 |
| California | 937 | 2 |
| California | 941 | 4 |
| California | 945 | 3 |
| California | 949 | 4 |
| California | 953 | 2 |
| California | 957 | 3 |
| California | 961 | 3 |
| Colorado | 803 | 2 |
| Colorado | 807 | 2 |
| Colorado | 811 | 2 |
| Colorado | 815 | 2 |
| Connecticut | 062 | 4 |
| Connecticut | 066 | 3 |
| D.C. | 200 | 3 |
| D.C. | 205 | 2 |
| Florida | 320 | 1 |
| Florida | 324 | 1 |
| Florida | 328 | 1 |
| Florida | 332 | 2 |

| State | Zip | Area |
|---|---|---|
| Alabama | 352 | 1 |
| Alabama | 357 | 1 |
| Alabama | 361 | 1 |
| Alabama | 365 | 1 |
| Alabama | 369 | 1 |
| Alaska | 998 | 4 |
| Arizona | 852 | 2 |
| Arizona | 857 | 1 |
| Arizona | 864 | 2 |
| Arkansas | 718 | 2 |
| Arkansas | 722 | 1 |
| Arkansas | 726 | 1 |
| California | 900 | 2 |
| California | 904 | 3 |
| California | 908 | 2 |
| California | 913 | 2 |
| California | 917 | 2 |
| California | 921 | 2 |
| California | 925 | 2 |
| California | 930 | 3 |
| California | 934 | 3 |
| California | 938 | 2 |
| California | 942 | 4 |
| California | 946 | 3 |
| California | 950 | 3 |
| California | 954 | 3 |
| California | 958 | 3 |
| Colorado | 800 | 2 |
| Colorado | 804 | 2 |
| Colorado | 808 | 2 |
| Colorado | 812 | 2 |
| Colorado | 816 | 4 |
| Connecticut | 063 | 3 |
| Connecticut | 067 | 3 |
| D.C. | 202 | 2 |
| Delaware | 197 | 4 |
| Florida | 321 | 1 |
| Florida | 325 | 1 |
| Florida | 329 | 1 |
| Florida | 333 | 1 |

| State | Zip | Area |
|---|---|---|
| Alabama | 354 | 1 |
| Alabama | 358 | 1 |
| Alabama | 362 | 1 |
| Alabama | 366 | 1 |
| Alaska | 995 | 4 |
| Alaska | 999 | 4 |
| Arizona | 853 | 2 |
| Arizona | 859 | 2 |
| Arizona | 865 | 2 |
| Arkansas | 719 | 1 |
| Arkansas | 723 | 1 |
| Arkansas | 727 | 2 |
| California | 901 | 2 |
| California | 905 | 2 |
| California | 910 | 3 |
| California | 914 | 2 |
| California | 918 | 2 |
| California | 922 | 2 |
| California | 926 | 2 |
| California | 931 | 4 |
| California | 935 | 3 |
| California | 939 | 3 |
| California | 943 | 4 |
| California | 947 | 4 |
| California | 951 | 4 |
| California | 955 | 4 |
| California | 959 | 3 |
| Colorado | 801 | 2 |
| Colorado | 805 | 2 |
| Colorado | 809 | 2 |
| Colorado | 813 | 2 |
| Connecticut | 060 | 3 |
| Connecticut | 064 | 3 |
| Connecticut | 068 | 3 |
| D.C. | 203 | 2 |
| Delaware | 198 | 4 |
| Florida | 322 | 1 |
| Florida | 326 | 1 |
| Florida | 330 | 2 |
| Florida | 334 | 1 |

| Florida | 335 | 1 |
|---|---|---|
| Florida | 339 | 2 |
| Florida | 346 | 1 |
| Georgia | 301 | 2 |
| Georgia | 305 | 2 |
| Georgia | 309 | 1 |
| Georgia | 313 | 2 |
| Georgia | 317 | 2 |
| Guam | 969 | 4 |
| Idaho | 833 | 2 |
| Idaho | 837 | 2 |
| Illiniois | 602 | 2 |
| Illiniois | 606 | 2 |
| Illiniois | 610 | 1 |
| Illiniois | 614 | 1 |
| Illiniois | 618 | 1 |
| Illiniois | 623 | 2 |
| Illiniois | 627 | 1 |
| Indiana | 461 | 1 |
| Indiana | 465 | 1 |
| Indiana | 469 | 1 |
| Indiana | 473 | 1 |
| Indiana | 477 | 1 |
| Iowa | 501 | 1 |
| Iowa | 505 | 2 |
| Iowa | 509 | 1 |
| Iowa | 513 | 1 |
| Iowa | 520 | 1 |
| Iowa | 524 | 1 |
| Iowa | 528 | 1 |
| Kansas | 664 | 2 |
| Kansas | 668 | 1 |
| Kansas | 672 | 2 |
| Kansas | 676 | 1 |
| Kentucky | 400 | 1 |
| Kentucky | 404 | 1 |
| Kentucky | 408 | 1 |
| Kentucky | 412 | 1 |
| Kentucky | 416 | 1 |
| Kentucky | 421 | 1 |
| Kentucky | 425 | 1 |
| Louisiana | 701 | 1 |
| Louisiana | 706 | 1 |
| Louisiana | 711 | 1 |
| Maine | 039 | 4 |
| Maine | 043 | 4 |
| Maine | 047 | 3 |
| Maryland | 207 | 2 |
| Maryland | 211 | 2 |
| Maryland | 216 | 1 |
| Massachusetts | 010 | 2 |
| Massachusetts | 014 | 3 |
| Massachusetts | 018 | 3 |
| Massachusetts | 022 | 3 |
| Massachusetts | 026 | 2 |

| Florida | 336 | 1 |
|---|---|---|
| Florida | 341 | 2 |
| Florida | 347 | 1 |
| Georgia | 302 | 2 |
| Georgia | 306 | 2 |
| Georgia | 310 | 2 |
| Georgia | 314 | 2 |
| Georgia | 318 | 2 |
| Hawaii | 967 | 2 |
| Idaho | 834 | 2 |
| Idaho | 838 | 2 |
| Illiniois | 603 | 2 |
| Illiniois | 607 | 2 |
| Illiniois | 611 | 1 |
| Illiniois | 615 | 1 |
| Illiniois | 619 | 1 |
| Illiniois | 624 | 1 |
| Illiniois | 628 | 1 |
| Indiana | 462 | 1 |
| Indiana | 466 | 2 |
| Indiana | 470 | 2 |
| Indiana | 474 | 1 |
| Indiana | 478 | 1 |
| Iowa | 502 | 2 |
| Iowa | 506 | 1 |
| Iowa | 510 | 3 |
| Iowa | 514 | 1 |
| Iowa | 521 | 1 |
| Iowa | 525 | 1 |
| Kansas | 660 | 2 |
| Kansas | 665 | 2 |
| Kansas | 669 | 1 |
| Kansas | 673 | 1 |
| Kansas | 677 | 1 |
| Kentucky | 401 | 1 |
| Kentucky | 405 | 1 |
| Kentucky | 409 | 1 |
| Kentucky | 413 | 1 |
| Kentucky | 417 | 1 |
| Kentucky | 422 | 1 |
| Kentucky | 426 | 1 |
| Louisiana | 703 | 1 |
| Louisiana | 707 | 1 |
| Louisiana | 712 | 1 |
| Maine | 040 | 4 |
| Maine | 044 | 3 |
| Maine | 048 | 4 |
| Maryland | 208 | 2 |
| Maryland | 212 | 1 |
| Maryland | 217 | 1 |
| Massachusetts | 011 | 3 |
| Massachusetts | 015 | 3 |
| Massachusetts | 019 | 3 |
| Massachusetts | 023 | 3 |
| Massachusetts | 027 | 2 |

| Florida | 337 | 1 |
|---|---|---|
| Florida | 342 | 2 |
| Florida | 349 | 2 |
| Georgia | 303 | 2 |
| Georgia | 307 | 1 |
| Georgia | 311 | 2 |
| Georgia | 315 | 2 |
| Georgia | 319 | 2 |
| Hawaii | 968 | 2 |
| Idaho | 835 | 2 |
| Illiniois | 600 | 1 |
| Illiniois | 604 | 2 |
| Illiniois | 608 | 2 |
| Illiniois | 612 | 1 |
| Illiniois | 616 | 1 |
| Illiniois | 620 | 1 |
| Illiniois | 625 | 1 |
| Illiniois | 629 | 1 |
| Indiana | 463 | 1 |
| Indiana | 467 | 2 |
| Indiana | 471 | 1 |
| Indiana | 475 | 1 |
| Indiana | 479 | 2 |
| Iowa | 503 | 2 |
| Iowa | 507 | 1 |
| Iowa | 511 | 3 |
| Iowa | 515 | 1 |
| Iowa | 522 | 1 |
| Iowa | 526 | 1 |
| Kansas | 661 | 1 |
| Kansas | 666 | 2 |
| Kansas | 670 | 2 |
| Kansas | 674 | 1 |
| Kansas | 678 | 2 |
| Kentucky | 402 | 1 |
| Kentucky | 406 | 1 |
| Kentucky | 410 | 1 |
| Kentucky | 414 | 1 |
| Kentucky | 418 | 1 |
| Kentucky | 423 | 1 |
| Kentucky | 427 | 1 |
| Louisiana | 704 | 1 |
| Louisiana | 708 | 1 |
| Louisiana | 713 | 1 |
| Maine | 041 | 4 |
| Maine | 045 | 4 |
| Maine | 049 | 4 |
| Maryland | 209 | 2 |
| Maryland | 214 | 2 |
| Maryland | 218 | 1 |
| Massachusetts | 012 | 2 |
| Massachusetts | 016 | 3 |
| Massachusetts | 020 | 3 |
| Massachusetts | 024 | 3 |
| Michigan | 480 | 2 |

| Florida | 338 | 2 |
|---|---|---|
| Florida | 344 | 1 |
| Georgia | 300 | 2 |
| Georgia | 304 | 2 |
| Georgia | 308 | 1 |
| Georgia | 312 | 1 |
| Georgia | 316 | 2 |
| Georgia | 398 | 2 |
| Idaho | 832 | 2 |
| Idaho | 836 | 2 |
| Illiniois | 601 | 2 |
| Illiniois | 605 | 2 |
| Illiniois | 609 | 1 |
| Illiniois | 613 | 1 |
| Illiniois | 617 | 1 |
| Illiniois | 622 | 1 |
| Illiniois | 626 | 1 |
| Indiana | 460 | 1 |
| Indiana | 464 | 1 |
| Indiana | 468 | 2 |
| Indiana | 472 | 1 |
| Indiana | 476 | 1 |
| Iowa | 500 | 1 |
| Iowa | 504 | 2 |
| Iowa | 508 | 1 |
| Iowa | 512 | 1 |
| Iowa | 516 | 2 |
| Iowa | 523 | 1 |
| Iowa | 527 | 1 |
| Kansas | 662 | 2 |
| Kansas | 667 | 1 |
| Kansas | 671 | 1 |
| Kansas | 675 | 1 |
| Kansas | 679 | 1 |
| Kentucky | 403 | 1 |
| Kentucky | 407 | 1 |
| Kentucky | 411 | 1 |
| Kentucky | 415 | 2 |
| Kentucky | 420 | 2 |
| Kentucky | 424 | 1 |
| Louisiana | 700 | 1 |
| Louisiana | 705 | 1 |
| Louisiana | 710 | 1 |
| Louisiana | 714 | 1 |
| Maine | 042 | 4 |
| Maine | 046 | 3 |
| Maryland | 206 | 1 |
| Maryland | 210 | 2 |
| Maryland | 215 | 1 |
| Maryland | 219 | 2 |
| Massachusetts | 013 | 2 |
| Massachusetts | 017 | 3 |
| Massachusetts | 021 | 3 |
| Massachusetts | 025 | 3 |
| Michigan | 481 | 2 |

| Michigan | 482 | 2 |
|---|---|---|
| Michigan | 486 | 1 |
| Michigan | 490 | 2 |
| Michigan | 494 | 2 |
| Michigan | 498 | 3 |
| Minnesota | 553 | 3 |
| Minnesota | 557 | 2 |
| Minnesota | 561 | 1 |
| Minnesota | 565 | 2 |
| Mississippi | 387 | 1 |
| Mississippi | 391 | 2 |
| Mississippi | 395 | 1 |
| Missouri | 631 | 2 |
| Missouri | 635 | 1 |
| Missouri | 639 | 1 |
| Missouri | 645 | 1 |
| Missouri | 649 | 1 |
| Missouri | 653 | 1 |
| Missouri | 657 | 1 |
| Montana | 592 | 2 |
| Montana | 596 | 3 |
| Nebraska | 680 | 1 |
| Nebraska | 685 | 1 |
| Nebraska | 689 | 1 |
| Nebraska | 693 | 1 |
| Nevada | 893 | 3 |
| Nevada | 898 | 4 |
| New Hampshire | 033 | 4 |
| New Hampshire | 037 | 4 |
| New Jersey | 072 | 2 |
| New Jersey | 076 | 3 |
| New Jersey | 080 | 2 |
| New Jersey | 084 | 2 |
| New Jersey | 088 | 3 |
| New Mexico | 872 | 2 |
| New Mexico | 877 | 2 |
| New Mexico | 881 | 2 |
| New York | 100 | 3 |
| New York | 104 | 1 |
| New York | 108 | 3 |
| New York | 112 | 2 |
| New York | 116 | 2 |
| New York | 120 | 1 |
| New York | 124 | 1 |
| New York | 128 | 2 |
| New York | 132 | 2 |
| New York | 136 | 2 |
| New York | 140 | 1 |
| New York | 144 | 2 |
| New York | 148 | 1 |
| North Carolina | 272 | 3 |
| North Carolina | 276 | 3 |
| North Carolina | 280 | 3 |
| North Carolina | 284 | 3 |
| North Carolina | 288 | 3 |

| Michigan | 483 | 2 |
|---|---|---|
| Michigan | 487 | 1 |
| Michigan | 491 | 2 |
| Michigan | 495 | 2 |
| Michigan | 499 | 2 |
| Minnesota | 554 | 3 |
| Minnesota | 558 | 2 |
| Minnesota | 562 | 1 |
| Minnesota | 566 | 1 |
| Mississippi | 388 | 1 |
| Mississippi | 392 | 1 |
| Mississippi | 396 | 2 |
| Missouri | 632 | 1 |
| Missouri | 636 | 1 |
| Missouri | 640 | 1 |
| Missouri | 646 | 1 |
| Missouri | 650 | 1 |
| Missouri | 654 | 1 |
| Missouri | 658 | 2 |
| Montana | 593 | 2 |
| Montana | 597 | 3 |
| Nebraska | 681 | 1 |
| Nebraska | 686 | 1 |
| Nebraska | 690 | 1 |
| Nevada | 889 | 2 |
| Nevada | 894 | 4 |
| New Hampshire | 030 | 4 |
| New Hampshire | 034 | 4 |
| New Hampshire | 038 | 4 |
| New Jersey | 073 | 2 |
| New Jersey | 077 | 2 |
| New Jersey | 081 | 2 |
| New Jersey | 085 | 2 |
| New Jersey | 089 | 3 |
| New Mexico | 873 | 3 |
| New Mexico | 878 | 3 |
| New Mexico | 882 | 2 |
| New York | 101 | 3 |
| New York | 105 | 3 |
| New York | 109 | 2 |
| New York | 113 | 2 |
| New York | 117 | 2 |
| New York | 121 | 1 |
| New York | 125 | 1 |
| New York | 129 | 2 |
| New York | 133 | 2 |
| New York | 137 | 2 |
| New York | 141 | 1 |
| New York | 145 | 2 |
| New York | 149 | 1 |
| North Carolina | 273 | 3 |
| North Carolina | 277 | 3 |
| North Carolina | 281 | 3 |
| North Carolina | 285 | 2 |
| North Carolina | 289 | 3 |

| Michigan | 484 | 2 |
|---|---|---|
| Michigan | 488 | 2 |
| Michigan | 492 | 2 |
| Michigan | 496 | 2 |
| Minnesota | 550 | 3 |
| Minnesota | 555 | 2 |
| Minnesota | 559 | 2 |
| Minnesota | 563 | 2 |
| Minnesota | 567 | 1 |
| Mississippi | 389 | 1 |
| Mississippi | 393 | 1 |
| Mississippi | 397 | 2 |
| Missouri | 633 | 1 |
| Missouri | 637 | 1 |
| Missouri | 641 | 1 |
| Missouri | 647 | 1 |
| Missouri | 651 | 1 |
| Missouri | 655 | 1 |
| Montana | 590 | 2 |
| Montana | 594 | 2 |
| Montana | 598 | 3 |
| Nebraska | 683 | 1 |
| Nebraska | 687 | 1 |
| Nebraska | 691 | 1 |
| Nevada | 890 | 2 |
| Nevada | 895 | 4 |
| New Hampshire | 031 | 4 |
| New Hampshire | 035 | 4 |
| New Jersey | 070 | 2 |
| New Jersey | 074 | 3 |
| New Jersey | 078 | 3 |
| New Jersey | 082 | 2 |
| New Jersey | 086 | 2 |
| New Mexico | 870 | 3 |
| New Mexico | 874 | 3 |
| New Mexico | 879 | 2 |
| New Mexico | 883 | 2 |
| New York | 102 | 3 |
| New York | 106 | 3 |
| New York | 110 | 2 |
| New York | 114 | 2 |
| New York | 118 | 2 |
| New York | 122 | 1 |
| New York | 126 | 1 |
| New York | 130 | 2 |
| New York | 134 | 2 |
| New York | 138 | 2 |
| New York | 142 | 1 |
| New York | 146 | 2 |
| North Carolina | 270 | 2 |
| North Carolina | 274 | 3 |
| North Carolina | 278 | 3 |
| North Carolina | 282 | 3 |
| North Carolina | 286 | 2 |
| North Dakota | 580 | 3 |

| Michigan | 485 | 2 |
|---|---|---|
| Michigan | 489 | 2 |
| Michigan | 493 | 2 |
| Michigan | 497 | 2 |
| Minnesota | 551 | 3 |
| Minnesota | 556 | 2 |
| Minnesota | 560 | 2 |
| Minnesota | 564 | 2 |
| Mississippi | 386 | 1 |
| Mississippi | 390 | 1 |
| Mississippi | 394 | 1 |
| Missouri | 630 | 2 |
| Missouri | 634 | 2 |
| Missouri | 638 | 1 |
| Missouri | 644 | 1 |
| Missouri | 648 | 1 |
| Missouri | 652 | 2 |
| Missouri | 656 | 1 |
| Montana | 591 | 2 |
| Montana | 595 | 3 |
| Montana | 599 | 2 |
| Nebraska | 684 | 1 |
| Nebraska | 688 | 1 |
| Nebraska | 692 | 1 |
| Nevada | 891 | 2 |
| Nevada | 897 | 4 |
| New Hampshire | 032 | 4 |
| New Hampshire | 036 | 4 |
| New Jersey | 071 | 2 |
| New Jersey | 075 | 3 |
| New Jersey | 079 | 3 |
| New Jersey | 083 | 2 |
| New Jersey | 087 | 2 |
| New Mexico | 871 | 2 |
| New Mexico | 875 | 2 |
| New Mexico | 880 | 2 |
| New Mexico | 884 | 2 |
| New York | 103 | 2 |
| New York | 107 | 3 |
| New York | 111 | 2 |
| New York | 115 | 2 |
| New York | 119 | 2 |
| New York | 123 | 1 |
| New York | 127 | 2 |
| New York | 131 | 2 |
| New York | 135 | 2 |
| New York | 139 | 2 |
| New York | 143 | 1 |
| New York | 147 | 1 |
| North Carolina | 271 | 3 |
| North Carolina | 275 | 3 |
| North Carolina | 279 | 3 |
| North Carolina | 283 | 2 |
| North Carolina | 287 | 3 |
| North Dakota | 581 | 3 |

| North Dakota | 582 | 2 |
|---|---|---|
| North Dakota | 586 | 2 |
| Ohio | 431 | 1 |
| Ohio | 435 | 1 |
| Ohio | 439 | 1 |
| Ohio | 443 | 1 |
| Ohio | 447 | 1 |
| Ohio | 451 | 2 |
| Ohio | 455 | 1 |
| Ohio | 459 | 1 |
| Oklahoma | 734 | 1 |
| Oklahoma | 738 | 1 |
| Oklahoma | 743 | 1 |
| Oklahoma | 747 | 1 |
| Oregon | 971 | 3 |
| Oregon | 975 | 3 |
| Oregon | 979 | 3 |
| Pennsylvania | 153 | 1 |
| Pennsylvania | 157 | 1 |
| Pennsylvania | 161 | 1 |
| Pennsylvania | 165 | 1 |
| Pennsylvania | 169 | 2 |
| Pennsylvania | 173 | 1 |
| Pennsylvania | 177 | 2 |
| Pennsylvania | 181 | 2 |
| Pennsylvania | 185 | 1 |
| Pennsylvania | 189 | 2 |
| Pennsylvania | 193 | 2 |
| Puerto Rico | 006 | 1 |
| Rhode Island | 029 | 3 |
| South Carolina | 293 | 2 |
| South Carolina | 297 | 2 |
| South Dakota | 571 | 3 |
| South Dakota | 575 | 2 |
| Tennessee | 371 | 1 |
| Tennessee | 375 | 1 |
| Tennessee | 379 | 1 |
| Tennessee | 383 | 1 |
| Texas | 751 | 1 |
| Texas | 755 | 1 |
| Texas | 759 | 1 |
| Texas | 763 | 1 |
| Texas | 767 | 1 |
| Texas | 771 | 1 |
| Texas | 775 | 1 |
| Texas | 779 | 1 |
| Texas | 783 | 2 |
| Texas | 787 | 1 |
| Texas | 791 | 1 |
| Texas | 795 | 1 |
| Texas | 799 | 1 |
| Utah | 842 | 1 |
| Utah | 846 | 1 |
| Vermont | 052 | 3 |
| Vermont | 057 | 3 |

| North Dakota | 583 | 2 |
|---|---|---|
| North Dakota | 587 | 2 |
| Ohio | 432 | 1 |
| Ohio | 436 | 1 |
| Ohio | 440 | 1 |
| Ohio | 444 | 1 |
| Ohio | 448 | 1 |
| Ohio | 452 | 1 |
| Ohio | 456 | 1 |
| Oklahoma | 730 | 1 |
| Oklahoma | 735 | 2 |
| Oklahoma | 739 | 1 |
| Oklahoma | 744 | 1 |
| Oklahoma | 748 | 1 |
| Oregon | 972 | 3 |
| Oregon | 976 | 3 |
| Pennsylvania | 150 | 1 |
| Pennsylvania | 154 | 1 |
| Pennsylvania | 158 | 1 |
| Pennsylvania | 162 | 1 |
| Pennsylvania | 166 | 1 |
| Pennsylvania | 170 | 1 |
| Pennsylvania | 174 | 1 |
| Pennsylvania | 178 | 2 |
| Pennsylvania | 182 | 1 |
| Pennsylvania | 186 | 1 |
| Pennsylvania | 190 | 1 |
| Pennsylvania | 194 | 2 |
| Puerto Rico | 007 | 1 |
| South Carolina | 290 | 2 |
| South Carolina | 294 | 2 |
| South Carolina | 298 | 2 |
| South Dakota | 572 | 3 |
| South Dakota | 576 | 2 |
| Tennessee | 372 | 1 |
| Tennessee | 376 | 2 |
| Tennessee | 380 | 1 |
| Tennessee | 384 | 1 |
| Texas | 752 | 1 |
| Texas | 756 | 1 |
| Texas | 760 | 1 |
| Texas | 764 | 1 |
| Texas | 768 | 1 |
| Texas | 772 | 1 |
| Texas | 776 | 1 |
| Texas | 780 | 1 |
| Texas | 784 | 2 |
| Texas | 788 | 1 |
| Texas | 792 | 1 |
| Texas | 796 | 1 |
| Texas | 885 | 2 |
| Utah | 843 | 1 |
| Utah | 847 | 1 |
| Vermont | 053 | 3 |
| Vermont | 058 | 3 |

| North Dakota | 584 | 3 |
|---|---|---|
| North Dakota | 588 | 2 |
| Ohio | 433 | 1 |
| Ohio | 437 | 1 |
| Ohio | 441 | 1 |
| Ohio | 445 | 1 |
| Ohio | 449 | 1 |
| Ohio | 453 | 1 |
| Ohio | 457 | 2 |
| Oklahoma | 731 | 1 |
| Oklahoma | 736 | 1 |
| Oklahoma | 740 | 1 |
| Oklahoma | 745 | 1 |
| Oklahoma | 749 | 1 |
| Oregon | 973 | 3 |
| Oregon | 977 | 3 |
| Pennsylvania | 151 | 1 |
| Pennsylvania | 155 | 1 |
| Pennsylvania | 159 | 1 |
| Pennsylvania | 163 | 1 |
| Pennsylvania | 167 | 1 |
| Pennsylvania | 171 | 1 |
| Pennsylvania | 175 | 2 |
| Pennsylvania | 179 | 2 |
| Pennsylvania | 183 | 1 |
| Pennsylvania | 187 | 1 |
| Pennsylvania | 191 | 1 |
| Pennsylvania | 195 | 2 |
| Puerto Rico | 009 | 1 |
| South Carolina | 291 | 2 |
| South Carolina | 295 | 2 |
| South Carolina | 299 | 2 |
| South Dakota | 573 | 2 |
| South Dakota | 577 | 2 |
| Tennessee | 373 | 2 |
| Tennessee | 377 | 2 |
| Tennessee | 381 | 1 |
| Tennessee | 385 | 1 |
| Texas | 753 | 1 |
| Texas | 757 | 1 |
| Texas | 761 | 1 |
| Texas | 765 | 1 |
| Texas | 769 | 1 |
| Texas | 773 | 1 |
| Texas | 777 | 1 |
| Texas | 781 | 1 |
| Texas | 785 | 1 |
| Texas | 789 | 1 |
| Texas | 793 | 1 |
| Texas | 797 | 1 |
| Utah | 840 | 1 |
| Utah | 844 | 1 |
| Vermont | 050 | 4 |
| Vermont | 054 | 3 |
| Vermont | 059 | 3 |

| North Dakota | 585 | 2 |
|---|---|---|
| Ohio | 430 | 1 |
| Ohio | 434 | 1 |
| Ohio | 438 | 1 |
| Ohio | 442 | 1 |
| Ohio | 446 | 1 |
| Ohio | 450 | 1 |
| Ohio | 454 | 1 |
| Ohio | 458 | 2 |
| Oklahoma | 733 | 1 |
| Oklahoma | 737 | 1 |
| Oklahoma | 741 | 1 |
| Oklahoma | 746 | 1 |
| Oregon | 970 | 3 |
| Oregon | 974 | 3 |
| Oregon | 978 | 3 |
| Pennsylvania | 152 | 1 |
| Pennsylvania | 156 | 1 |
| Pennsylvania | 160 | 1 |
| Pennsylvania | 164 | 1 |
| Pennsylvania | 168 | 1 |
| Pennsylvania | 172 | 1 |
| Pennsylvania | 176 | 2 |
| Pennsylvania | 180 | 1 |
| Pennsylvania | 184 | 1 |
| Pennsylvania | 188 | 1 |
| Pennsylvania | 192 | 1 |
| Pennsylvania | 196 | 2 |
| Rhode Island | 028 | 3 |
| South Carolina | 292 | 2 |
| South Carolina | 296 | 2 |
| South Dakota | 570 | 2 |
| South Dakota | 574 | 2 |
| Tennessee | 370 | 1 |
| Tennessee | 374 | 1 |
| Tennessee | 378 | 1 |
| Tennessee | 382 | 1 |
| Texas | 750 | 1 |
| Texas | 754 | 2 |
| Texas | 758 | 1 |
| Texas | 762 | 1 |
| Texas | 766 | 1 |
| Texas | 770 | 1 |
| Texas | 774 | 1 |
| Texas | 778 | 1 |
| Texas | 782 | 1 |
| Texas | 786 | 1 |
| Texas | 790 | 1 |
| Texas | 794 | 1 |
| Texas | 798 | 1 |
| Utah | 841 | 1 |
| Utah | 845 | 1 |
| Vermont | 051 | 4 |
| Vermont | 056 | 3 |
| Virgin Islands | 008 | 2 |

| | | |
|---|---|---|
| Virginia | 201 | 2 |
| Virginia | 223 | 2 |
| Virginia | 227 | 1 |
| Virginia | 231 | 1 |
| Virginia | 235 | 2 |
| Virginia | 239 | 1 |
| Virginia | 243 | 1 |
| Washington | 980 | 4 |
| Washington | 984 | 3 |
| Washington | 989 | 3 |
| Washington | 993 | 4 |
| West Virginia | 249 | 2 |
| West Virginia | 253 | 1 |
| West Virginia | 257 | 1 |
| West Virginia | 261 | 2 |
| West Virginia | 265 | 1 |
| Wisconsin | 530 | 2 |
| Wisconsin | 535 | 2 |
| Wisconsin | 540 | 1 |
| Wisconsin | 544 | 2 |
| Wisconsin | 548 | 1 |
| Wyoming | 822 | 1 |
| Wyoming | 826 | 2 |
| Wyoming | 830 | 1 |

| | | |
|---|---|---|
| Virginia | 220 | 2 |
| Virginia | 224 | 1 |
| Virginia | 228 | 2 |
| Virginia | 232 | 1 |
| Virginia | 236 | 2 |
| Virginia | 240 | 2 |
| Virginia | 244 | 1 |
| Washington | 981 | 4 |
| Washington | 985 | 3 |
| Washington | 990 | 3 |
| Washington | 994 | 3 |
| West Virginia | 250 | 1 |
| West Virginia | 254 | 3 |
| West Virginia | 258 | 2 |
| West Virginia | 262 | 1 |
| West Virginia | 266 | 1 |
| Wisconsin | 531 | 2 |
| Wisconsin | 537 | 4 |
| Wisconsin | 541 | 2 |
| Wisconsin | 545 | 2 |
| Wisconsin | 549 | 2 |
| Wyoming | 823 | 1 |
| Wyoming | 827 | 1 |
| Wyoming | 831 | 1 |

| | | |
|---|---|---|
| Virginia | 221 | 2 |
| Virginia | 225 | 1 |
| Virginia | 229 | 2 |
| Virginia | 233 | 1 |
| Virginia | 237 | 2 |
| Virginia | 241 | 1 |
| Virginia | 245 | 2 |
| Washington | 982 | 4 |
| Washington | 986 | 3 |
| Washington | 991 | 3 |
| West Virginia | 247 | 1 |
| West Virginia | 251 | 1 |
| West Virginia | 255 | 1 |
| West Virginia | 259 | 2 |
| West Virginia | 263 | 1 |
| West Virginia | 267 | 1 |
| Wisconsin | 532 | 2 |
| Wisconsin | 538 | 1 |
| Wisconsin | 542 | 2 |
| Wisconsin | 546 | 2 |
| Wyoming | 820 | 2 |
| Wyoming | 824 | 1 |
| Wyoming | 828 | 1 |
| | | |

| | | |
|---|---|---|
| Virginia | 222 | 2 |
| Virginia | 226 | 2 |
| Virginia | 230 | 1 |
| Virginia | 234 | 2 |
| Virginia | 238 | 1 |
| Virginia | 242 | 1 |
| Virginia | 246 | 1 |
| Washington | 983 | 3 |
| Washington | 988 | 3 |
| Washington | 992 | 3 |
| West Virginia | 248 | 1 |
| West Virginia | 252 | 1 |
| West Virginia | 256 | 1 |
| West Virginia | 260 | 1 |
| West Virginia | 264 | 1 |
| West Virginia | 268 | 1 |
| Wisconsin | 534 | 2 |
| Wisconsin | 539 | 1 |
| Wisconsin | 543 | 3 |
| Wisconsin | 547 | 2 |
| Wyoming | 821 | 1 |
| Wyoming | 825 | 2 |
| Wyoming | 829 | 2 |
| | | |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D0120 | PERIODIC ORAL EVALUATION | $0 | $0 | $0 | $0 |
| D0140 | LIMITED ORAL EVALUATION | $5 | $5 | $5 | $10 |
| D0145 | ORAL EVALUATION UNDER AGE OF 3 | $5 | $5 | $5 | $5 |
| D0150 | COMPREHENSIVE ORAL EVALUATION | $5 | $5 | $5 | $10 |
| D0160 | EXTENSIVE ORAL EVALUATION | $10 | $10 | $10 | $15 |
| D0170 | LIMITED ORAL RE-EVALUATION | $5 | $5 | $5 | $10 |
| D0180 | COMPREHENSIVE PERIO EVALUATION | $5 | $5 | $10 | $10 |
| D0190 | SCREENING OF A PATIENT | $0 | $0 | $0 | $0 |
| D0191 | ASSESSMENT OF A PATIENT | $0 | $0 | $0 | $0 |
| D0210 | COMPLETE SET RADIOGRAPHIC IMAGES | $10 | $10 | $15 | $15 |
| D0220 | PERIAPICAL RADIOGRAPHIC IMAGE | $5 | $10 | $10 | $10 |
| D0230 | ADD'L PERIAPICAL IMAGES | $5 | $5 | $5 | $5 |
| D0240 | OCCLUSAL RADIOGRAPHIC IMAGE | $15 | $15 | $15 | $20 |
| D0250 | EXTRAORAL 2D RADIOGRAPHIC IMAGE | $25 | $25 | $30 | $30 |
| D0251 | EXTRAORAL POSTERIOR IMAGE | $25 | $25 | $30 | $30 |
| D0270 | BITEWING - SINGLE IMAGE | $0 | $0 | $5 | $5 |
| D0272 | BITEWINGS - TWO IMAGES | $5 | $5 | $5 | $5 |
| D0273 | BITEWINGS - THREE IMAGES | $5 | $5 | $5 | $5 |
| D0274 | BITEWINGS - FOUR IMAGES | $5 | $5 | $5 | $5 |
| D0277 | VERTICAL BITEWINGS 7-8 IMAGES | $5 | $5 | $5 | $10 |
| D0290 | SKULL/FACIAL BONE IMAGE | $30 | $35 | $40 | $40 |
| D0330 | PANORAMIC RADIOGRAPHIC IMAGE | $10 | $10 | $10 | $15 |
| D0340 | 2D CEPHALOMETRIC IMAGE | $35 | $40 | $45 | $45 |
| D0364 | CONE BEAM LESS THAN WHOLE JAW | $225 | $260 | $295 | $320 |
| D0365 | CONE BEAM FULL ARCH MANDIBLE | $225 | $260 | $295 | $320 |
| D0366 | CONE BEAM FULL ARCH MAXILLA | $225 | $260 | $295 | $320 |
| D0367 | CONE BEAM BOTH JAWS | $225 | $260 | $295 | $320 |
| D0368 | CONE BEAM - TMJ | $225 | $260 | $295 | $320 |
| D0380 | CONE BEAM CAPT LESS THAN ONE JAW | $225 | $260 | $295 | $320 |
| D0381 | CONE BEAM CAPTURE - MANDIBLE | $225 | $260 | $295 | $320 |
| D0382 | CONE BEAM CAPTURE - MAXILLA | $225 | $260 | $295 | $320 |
| D0383 | CONE BEAM CAPTURE - BOTH JAWS | $225 | $260 | $295 | $320 |
| D0384 | CONE BEAM CAPTURE - TMJ SERIES | $225 | $260 | $295 | $320 |
| D0391 | INTERPRETATION-DIAGNOSTIC IMAGE | $15 | $15 | $15 | $20 |
| D0415 | LAB TEST | $20 | $20 | $25 | $35 |
| D0417 | SALIVA SAMPLE COLLECTION | $15 | $15 | $20 | $25 |
| D0460 | PULP VITALITY TEST | $15 | $15 | $20 | $20 |
| D0470 | DIAGNOSTIC CASTS | $30 | $35 | $40 | $45 |
| D1110 | CLEANING - ADULT | $15 | $15 | $15 | $15 |
| D1120 | CLEANING - CHILD | $15 | $15 | $15 | $15 |
| D1206 | TOPICAL FLUORIDE-VARNISH | $5 | $5 | $5 | $10 |
| D1208 | TOPICAL APPLICATION-FLUORIDE | $5 | $5 | $5 | $5 |
| D1351 | SEALANT - PER TOOTH | $15 | $15 | $15 | $20 |
| D1352 | PREVENTIVE RESIN RESTORATION | $15 | $15 | $20 | $20 |
| D1353 | SEALANT REPAIR-PER TOOTH | $0 | $0 | $0 | $0 |
| D1354 | INTERIM CARIES MEDICAMENT | $5 | $10 | $10 | $10 |
| D1510 | SPACE MAINTAINER FIXED-UNILATER | $115 | $135 | $150 | $160 |
| D1515 | SPACE MAINTAINER FIXED-BILATERAL | $160 | $185 | $205 | $225 |
| D1520 | SPACE MAINTAINER REM-UNILATERAL | $115 | $135 | $150 | $160 |
| D1525 | SPACE MAINTAINER REM-BILATERAL | $205 | $235 | $265 | $280 |
| D1550 | RECEMENT SPACE MAINTAINER | $15 | $20 | $25 | $25 |
| D1575 | DISTAL SPACE MAINTAINER FIXED | $115 | $135 | $150 | $160 |
| D2140 | ONE SURFACE AMALGAM | $35 | $40 | $45 | $55 |
| D2150 | TWO SURFACE AMALGAM | $40 | $50 | $55 | $65 |
| D2160 | THREE SURFACE AMALGAM | $55 | $60 | $70 | $85 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D2161 | FOUR OR MORE SURFACE AMALGAM | $60 | $70 | $80 | $100 |
| D2330 | ONE SURFACE COMPOSITE ANTERIOR | $40 | $45 | $50 | $60 |
| D2331 | TWO SURFACE COMPOSITE ANTERIOR | $50 | $55 | $65 | $75 |
| D2332 | THREE SURFACE COMPOSITE ANTERIOR | $60 | $70 | $75 | $95 |
| D2335 | 4 OR MORE SURF COMPOSITE ANT | $70 | $80 | $90 | $110 |
| D2390 | RESIN CROWN | $105 | $125 | $140 | $175 |
| D2391 | ONE SURFACE COMPOSITE POSTERIOR | $40 | $45 | $55 | $65 |
| D2392 | TWO SURFACE COMPOSITE POSTERIOR | $55 | $65 | $70 | $85 |
| D2393 | 3 SURFACE COMPOSITE POSTERIOR | $65 | $75 | $90 | $105 |
| D2394 | 4 OR MORE SURF COMPOSITE POST | $70 | $85 | $95 | $120 |
| D2410 | 1 SURFACE GOLD FOIL | $130 | $150 | $165 | $180 |
| D2420 | 2 SURFACE GOLD FOIL | $185 | $210 | $235 | $255 |
| D2430 | 3 SURFACE GOLD FOIL | $220 | $250 | $285 | $300 |
| D2510 | ONE SURFACE METALLIC INLAY | $270 | $305 | $345 | $400 |
| D2520 | TWO SURFACE METALLIC INLAY | $335 | $380 | $425 | $485 |
| D2530 | THREE SURFACE METALLIC INLAY | $360 | $405 | $455 | $510 |
| D2542 | TWO SURFACE METALLIC ONLAY | $410 | $465 | $530 | $590 |
| D2543 | THREE SURFACE METALLIC ONLAY | $420 | $480 | $545 | $600 |
| D2544 | 4 OR MORE SURF. METALLIC ONLAY | $435 | $500 | $565 | $640 |
| D2610 | ONE SURFACE PORCELAIN INLAY | $320 | $360 | $405 | $470 |
| D2620 | 2 SURFACE PORCELAIN INLAY | $355 | $400 | $455 | $505 |
| D2630 | 3 OR MORE SURF. PORCELAIN INLAY | $410 | $465 | $530 | $575 |
| D2642 | 2 SURFACES - PORCELAIN ONLAY | $475 | $545 | $615 | $675 |
| D2643 | 3 SURFACES - PORCELAIN ONLAY | $490 | $560 | $635 | $690 |
| D2644 | 4 OR MORE SURF. PORCELAIN ONLAY | $500 | $570 | $645 | $700 |
| D2650 | 1 SURFACE COMPOSITE/RESIN INLAY | $245 | $275 | $310 | $320 |
| D2651 | 2 SURFACE COMPOSITE/RESIN INLAY | $285 | $320 | $365 | $410 |
| D2652 | 3 OR MORE SURF COMP/RESIN INLAY | $315 | $360 | $405 | $430 |
| D2662 | 2 SURFACE COMPOSITE/RESIN ONLAY | $390 | $445 | $505 | $565 |
| D2663 | 3 SURFACE COMPOSITE/RESIN ONLAY | $395 | $445 | $505 | $555 |
| D2664 | 4 OR MORE SURF COMP/RESIN ONLAY | $405 | $460 | $515 | $575 |
| D2710 | RESIN CROWN (INDIRECT) | $180 | $210 | $230 | $255 |
| D2712 | CROWN 3/4 RESIN BASED INDIRECT | $175 | $195 | $220 | $245 |
| D2720 | CROWN RESIN W/HIGH NOBLE METAL | $445 | $505 | $575 | $640 |
| D2721 | CROWN RESIN W/BASE METAL | $350 | $395 | $445 | $475 |
| D2722 | CROWN RESIN W/NOBLE METAL | $390 | $440 | $500 | $545 |
| D2740 | CROWN PORCELAIN/CERAMIC | $470 | $540 | $610 | $680 |
| D2750 | CROWN PORCELAIN-HIGH NOBLE METAL | $465 | $535 | $605 | $670 |
| D2751 | CROWN PORCELAIN-BASE METAL | $425 | $485 | $550 | $595 |
| D2752 | CROWN PORCELAIN-NOBLE METAL | $445 | $505 | $575 | $625 |
| D2780 | CROWN 3/4 HIGH NOBLE | $460 | $525 | $595 | $655 |
| D2781 | CROWN 3/4 BASE METAL | $425 | $480 | $540 | $610 |
| D2782 | CROWN 3/4 CAST NOBLE METAL | $425 | $485 | $550 | $595 |
| D2783 | CROWN 3/4 PORCELAIN/CERAMIC | $470 | $540 | $610 | $665 |
| D2790 | CROWN HIGH NOBLE | $430 | $495 | $565 | $640 |
| D2791 | CROWN FULL CAST/BASE METAL | $385 | $440 | $505 | $560 |
| D2792 | CROWN FULL CAST NOBLE METAL | $395 | $455 | $515 | $590 |
| D2794 | TITANIUM CROWN | $420 | $480 | $540 | $590 |
| D2910 | RECEMENT INLAY, ONLAY | $30 | $35 | $40 | $50 |
| D2915 | RECEMENT CAST - POST CORE | $30 | $35 | $40 | $50 |
| D2920 | RECEMENT CROWN | $30 | $35 | $40 | $55 |
| D2929 | PREFAB POR/CER CROWN-PRIMARY | $75 | $85 | $95 | $110 |
| D2930 | STAINLESS STEEL CROWN - CHILD | $90 | $100 | $115 | $140 |
| D2931 | STAINLESS STEEL CROWN - ADULT | $95 | $110 | $120 | $160 |
| D2932 | RESIN CROWN | $100 | $115 | $130 | $150 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D2933 | STAINLESS STEEL CROWN/RESIN | $125 | $140 | $165 | $180 |
| D2934 | SS CROWN PRIMARY TOOTH | $95 | $105 | $120 | $140 |
| D2940 | SEDATIVE FILLING | $20 | $25 | $25 | $40 |
| D2950 | CORE BUILDUP | $80 | $90 | $100 | $135 |
| D2951 | PIN RETENTION PER TOOTH | $15 | $15 | $20 | $20 |
| D2952 | POST AND CORE | $165 | $185 | $210 | $225 |
| D2953 | CAST POST - EACH ADDL SAME TOOTH | $20 | $20 | $25 | $30 |
| D2954 | PREFAB POST AND CORE | $115 | $130 | $145 | $170 |
| D2957 | STEEL POST - EACH ADDL SAME TH | $10 | $15 | $15 | $30 |
| D2960 | RESIN LABIAL VENEER-CHAIRSIDE | $195 | $220 | $245 | $295 |
| D2961 | RESIN LABIAL VENEER-LABORATORY | $310 | $345 | $390 | $435 |
| D2962 | PORCELAIN LABIAL VENEER | $395 | $450 | $500 | $590 |
| D2971 | ADDLT CROWN PROCEDURE | $75 | $85 | $100 | $110 |
| D2980 | CROWN REPAIR | $80 | $90 | $100 | $125 |
| D2981 | INLAY REPAIR | $80 | $90 | $100 | $125 |
| D2982 | ONLAY REPAIR | $80 | $90 | $100 | $125 |
| D2983 | VENEER REPAIR | $80 | $90 | $100 | $125 |
| D2990 | RESIN INFILTRATION/SMOOTH SURF | $15 | $15 | $20 | $20 |
| D3110 | PULP CAP-DIRECT | $20 | $20 | $25 | $30 |
| D3120 | PULP CAP-INDIRECT | $15 | $20 | $25 | $25 |
| D3220 | THERAPEUTIC PULPOTOMY | $40 | $45 | $50 | $60 |
| D3221 | PULPAL DEBRIDEMENT | $25 | $25 | $30 | $60 |
| D3222 | PARTIAL PULPOTOMY - APEXOGENESIS | $40 | $45 | $50 | $60 |
| D3230 | PULPAL THERAPY ANT/PRIMARY TOOTH | $115 | $130 | $150 | $155 |
| D3240 | PULPAL THERAPY POST/PRIMARY TH | $140 | $160 | $180 | $185 |
| D3310 | ENDODONTIC THERAPY - ANTERIOR | $285 | $320 | $365 | $420 |
| D3320 | ENDODONTIC THERAPY BICUSPID | $335 | $380 | $435 | $495 |
| D3330 | ENDODONTIC THERAPY MOLAR | $450 | $510 | $580 | $625 |
| D3331 | TREATMENT OF ROOT CANAL OBSTRUCT | $90 | $100 | $110 | $120 |
| D3332 | INCOMPLETE ROOT CANAL THERAPY | $130 | $150 | $165 | $205 |
| D3333 | ROOT PERFORATION REPAIR | $75 | $85 | $95 | $110 |
| D3346 | ROOT CANAL RETREAT/ANTERIOR | $350 | $395 | $450 | $510 |
| D3347 | ROOT CANAL RETREAT/BICUSPID | $395 | $450 | $510 | $585 |
| D3348 | ROOT CANAL RETREATMENT - MOLAR | $515 | $580 | $665 | $725 |
| D3351 | APEXIFICATION - INITIAL VISIT | $120 | $135 | $155 | $175 |
| D3352 | APEXIFICATION/RECALCIFICATION | $70 | $75 | $85 | $95 |
| D3353 | APEXIFICATION - FINAL VISIT | $175 | $200 | $225 | $275 |
| D3355 | PULPAL REGENERATION - INITIAL VISIT | $70 | $75 | $85 | $95 |
| D3356 | PULPAL REGENERATION - INTERIM MEDICATION REPLACEMENT | $35 | $40 | $45 | $50 |
| D3357 | PULPAL REGENERATION - COMPLETION OF TREATMENT | $70 | $75 | $85 | $95 |
| D3410 | APICOECTOMY - ANTERIOR | $265 | $295 | $335 | $395 |
| D3421 | APICOECTOMY - BICUSPID | $300 | $335 | $380 | $440 |
| D3425 | APICOECTOMY - MOLAR | $335 | $375 | $430 | $485 |
| D3426 | APICOECTOMY - ADDITIONAL ROOT | $130 | $145 | $160 | $190 |
| D3427 | PERIRADICULAR SURGERY WITHOUT APICOECTOMY | $250 | $280 | $320 | $365 |
| D3428 | BONE GRAFT IN CONJUNCTION WITH PERIRADICULAR SURGERY | $185 | $200 | $225 | $255 |
| D3429 | BONE GRAFT IN CONJUNCTION WITH PERIRADICULAR SURGERY | $115 | $135 | $150 | $135 |
| D3430 | RETROGRADE FILLING - PER ROOT | $85 | $90 | $105 | $130 |
| D3431 | BIOLOGIC MATERIALS TO AID IN SOFT AND OSSEOUS TISSUE REGENERATION | $115 | $130 | $145 | $190 |
| D3432 | GUIDED TISSUE REGENERATION, RESORBABLE BARRIER | $170 | $195 | $220 | $280 |
| D3450 | ROOT AMPUTATION - PER ROOT | $190 | $215 | $245 | $270 |
| D3920 | HEMISECTION | $160 | $180 | $205 | $220 |
| D4210 | GINGIVECTOMY/PLASTY FULL QUAD | $215 | $245 | $280 | $305 |
| D4211 | GINGIVECTOMY/PLASTY - 1-3 TEETH | $115 | $135 | $150 | $170 |
| D4212 | GINGIVECTOMY/PLASTY W/REST-TOOTH | $35 | $40 | $45 | $50 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D4240 | GINGIVAL FLAP PROC FULL QUAD | $235 | $265 | $300 | $335 |
| D4241 | GINGIVAL FLAP 1 - 3 TEETH | $150 | $165 | $190 | $210 |
| D4245 | APICALLY POSITIONED FLAP | $130 | $140 | $160 | $180 |
| D4249 | CROWN LENGTHENING | $345 | $390 | $450 | $465 |
| D4260 | OSSEOUS SURGERY - 4 OR MORE TH | $480 | $540 | $620 | $675 |
| D4261 | OSSEOUS SURGERY 1 - 3 TEETH | $300 | $345 | $395 | $445 |
| D4263 | BONE GRAFT - FIRST SITE | $185 | $205 | $225 | $255 |
| D4264 | BONE GRAFT - ADDITIONAL SITE | $115 | $135 | $150 | $135 |
| D4265 | BIOLOGIC MATERIALS | $115 | $130 | $150 | $190 |
| D4266 | GTR - RESORBABLE BARRIER | $175 | $200 | $225 | $280 |
| D4267 | GTR - NONRESORBABLE BARRIER | $215 | $245 | $275 | $325 |
| D4268 | SURGICAL REVISION PROCEDURE | $60 | $65 | $75 | $100 |
| D4270 | PEDICLE SOFT TISSUE GRAFT | $270 | $300 | $335 | $415 |
| D4273 | AUTOGENOUS TISSUE GRAFT | $420 | $480 | $545 | $620 |
| D4274 | DISTAL/PROXIML WEDGE | $155 | $170 | $190 | $240 |
| D4275 | NON AUTOGENOUS TISSUE GRAFT | $400 | $455 | $515 | $565 |
| D4276 | COMBINED TISSUE GRAFTING/TOOTH | $430 | $490 | $550 | $630 |
| D4277 | FREE SOFT TISSUE GRAFT 1ST TOOTH | $345 | $390 | $445 | $505 |
| D4278 | FREE SOFT TISSUE GRAFT-ADDL TOOTH | $175 | $200 | $225 | $255 |
| D4283 | SUBEPITHELIAL TISSUE GRAFT/ADD'L | $210 | $240 | $275 | $310 |
| D4285 | SOFT TISSUE ALLOGRAFT ADDITIONAL | $200 | $230 | $260 | $285 |
| D4341 | SCALING/ROOT PLANING - PER QUAD. | $85 | $100 | $110 | $130 |
| D4342 | SCALING & ROOT PLANING 1-3 TEETH | $55 | $65 | $70 | $85 |
| D4346 | SCALING GINGIVAL INFLAMMATION | $15 | $15 | $15 | $15 |
| D4355 | FULL MOUTH DEBRIDEMENT | $45 | $50 | $55 | $75 |
| D4381 | DELIVERY OF ANTIMICROBIAL AGENTS | $40 | $45 | $50 | $60 |
| D4910 | PERIODONTAL MAINTENANCE | $35 | $40 | $50 | $55 |
| D4920 | DRESSING CHANGE | $25 | $25 | $30 | $35 |
| D5110 | COMPLETE UPPER DENTURE | $575 | $650 | $740 | $825 |
| D5120 | COMPLETE LOWER DENTURE | $575 | $650 | $740 | $825 |
| D5130 | IMMEDIATE DENTURE MAXILLARY | $615 | $700 | $795 | $925 |
| D5140 | IMMEDIATE DENTURE MANDIBULAR | $615 | $700 | $795 | $925 |
| D5211 | UPPER PARTIAL DENTURE - RESIN | $425 | $485 | $550 | $615 |
| D5212 | LOWER PARTIAL DENTURE - RESIN | $425 | $485 | $550 | $615 |
| D5213 | UPPER PARTIAL DENTURE - CAST | $700 | $780 | $885 | $950 |
| D5214 | LOWER PARTIAL DENTURE - CAST | $700 | $780 | $885 | $950 |
| D5221 | IMMEDIATE MAX PARTIAL RESIN | $425 | $485 | $550 | $615 |
| D5222 | IMMEDIATE MAND PARTIAL RESIN | $425 | $485 | $550 | $615 |
| D5223 | IMMEDIATE MAX PARTIAL METAL | $700 | $780 | $885 | $950 |
| D5224 | IMMEDIATE MAND PARTIAL METAL | $700 | $780 | $885 | $950 |
| D5225 | UPPER PARTIAL DENTURE - FLEXIBLE | $510 | $580 | $655 | $725 |
| D5226 | LOWER PARTIAL DENTURE - FLEXIBLE | $510 | $580 | $655 | $725 |
| D5281 | UNILATERAL PARTIAL DENTURE | $265 | $295 | $340 | $435 |
| D5410 | ADJUST UPPER COMPLETE DENTURE | $25 | $30 | $35 | $40 |
| D5411 | ADJUST LOWER COMPLETE DENTURE | $25 | $30 | $35 | $40 |
| D5421 | ADJUST UPPER PARTIAL DENTURE | $25 | $30 | $35 | $45 |
| D5422 | ADJUST LOWER PARTIAL DENTURE | $25 | $30 | $35 | $45 |
| D5511 | REPAIR DENTURE BASE MANDIBULAR | $80 | $85 | $85 | $105 |
| D5512 | REPAIR DENTURE BASE MAXILLARY | $80 | $85 | $85 | $105 |
| D5520 | REPLACE TH ON DENTURE-PER TH | $70 | $80 | $90 | $100 |
| D5611 | REPAIR RESIN PARTIAL MANDIBULAR | $60 | $65 | $65 | $80 |
| D5612 | REPAIR RESIN PARTIAL MAXILLARY | $60 | $65 | $65 | $80 |
| D5621 | REPAIR CAST PARTIAL MANDIBULAR | $75 | $75 | $75 | $95 |
| D5622 | REPAIR CAST PARTIAL MAXILLARY | $75 | $75 | $75 | $95 |
| D5630 | REPAIR/REPLACE BROKEN CLASP | $70 | $75 | $85 | $105 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D5640 | REPLACE TOOTH ON DENTURE | $70 | $80 | $90 | $100 |
| D5650 | ADD TOOTH TO DENTURE | $75 | $85 | $95 | $110 |
| D5660 | ADD CLASP PARTIAL DENTURE | $95 | $110 | $125 | $135 |
| D5670 | REPLACE MAX TEETH & FRAMEWORK | $185 | $210 | $240 | $265 |
| D5671 | REPLACE MAND. TEETH & FRAMEWORK | $190 | $215 | $245 | $270 |
| D5710 | REBASE COMPLETE UPPER DENTURE | $210 | $240 | $275 | $310 |
| D5711 | REBASE COMPLETE LOWER DENTURE | $205 | $235 | $265 | $295 |
| D5720 | REBASE UPPER PARTIAL DENTURE | $185 | $210 | $245 | $270 |
| D5721 | REBASE LOWER PARTIAL DENTURE | $185 | $215 | $245 | $270 |
| D5730 | RELINE UPPER DENTURE - CHAIRSIDE | $120 | $135 | $155 | $175 |
| D5731 | RELINE LOWER DENTURE - CHAIRSIDE | $120 | $135 | $155 | $175 |
| D5740 | RELINE UPPER DENTURE - CHAIRSIDE | $100 | $110 | $125 | $160 |
| D5741 | RELINE LOWER DENTURE - CHAIRSIDE | $100 | $110 | $125 | $160 |
| D5750 | RELINE UPPER DENTURE - LAB | $180 | $200 | $230 | $250 |
| D5751 | RELINE LOWER DENTURE - LAB | $180 | $200 | $230 | $250 |
| D5760 | RELINE UPPER DENTURE - LAB | $155 | $175 | $205 | $225 |
| D5761 | RELINE LOWER DENTURE - LAB | $155 | $175 | $200 | $230 |
| D5850 | TISSUE CONDITIONING - UPPER | $55 | $65 | $75 | $85 |
| D5851 | TISSUE CONDITIONING - LOWER | $55 | $65 | $75 | $85 |
| D5863 | OVERDENTURE - COMPLETE MAXILLARY | $755 | $845 | $955 | $1,040 |
| D5864 | OVERDENTURE - PARTIAL MAXILLARY | $680 | $770 | $875 | $965 |
| D5865 | OVERDENTURE - COMPLETE MANDIBULAR | $755 | $845 | $960 | $1,045 |
| D5866 | OVERDENTURE - PARTIAL MANDIBULAR | $680 | $770 | $875 | $965 |
| D6010 | ENDOSTEAL IMPLANT | $890 | $1,010 | $1,160 | $1,215 |
| D6012 | PLACEMENT OF INTERIM IMPLANT | $865 | $980 | $1,125 | $1,180 |
| D6013 | SURGICAL PLACEMENT OF MINI IMPLANT | $880 | $1,000 | $1,145 | $1,200 |
| D6040 | EPOSTEAL IMPLANT | $1,635 | $1,855 | $2,110 | $2,290 |
| D6050 | TRANSOSTEAL IMPLANT | $1,995 | $2,265 | $2,575 | $2,750 |
| D6051 | INTERIM ABUTMENT | $150 | $170 | $195 | $185 |
| D6052 | SEMI-PRECISION ATTACHMENT ABUTMENT | $400 | $450 | $510 | $495 |
| D6055 | IMPLANT CONNECTING BAR | $390 | $440 | $505 | $560 |
| D6056 | PREFAB IMPLANT ABUTMENT | $305 | $345 | $390 | $375 |
| D6057 | CUSTOM IMPLANT ABUTMENT | $400 | $450 | $510 | $495 |
| D6058 | IMPLANT CROWN - PORCELAIN | $585 | $665 | $755 | $780 |
| D6059 | IMPLANT CROWN- PORCEL-HIGH NOBLE | $555 | $630 | $715 | $765 |
| D6060 | IMPLANT CROWN- PORCEL BASE METAL | $500 | $570 | $650 | $680 |
| D6061 | IMPLANT CROWN-PORCEL NOBLE METAL | $535 | $605 | $695 | $705 |
| D6062 | IMPLANT CROWN - CAST HIGH NOBLE | $535 | $605 | $690 | $750 |
| D6063 | IMPLANT CROWN - CAST BASE METAL | $465 | $525 | $595 | $615 |
| D6064 | IMPLANT CROWN - CAST NOBLE METAL | $495 | $565 | $640 | $665 |
| D6065 | IMPLANT CROWN - PORCELAIN | $570 | $650 | $740 | $810 |
| D6066 | IMPLANT CROWN - PORCELAIN-METAL | $555 | $630 | $720 | $780 |
| D6067 | IMPLANT CROWN - METAL | $540 | $610 | $695 | $750 |
| D6068 | IMPLANT RETAINER - PORCELAIN | $570 | $645 | $730 | $735 |
| D6069 | IMPLANT RETAINER - PORCEL-METAL | $545 | $620 | $705 | $725 |
| D6070 | IMPLANT RETAINER - BASE METAL | $500 | $565 | $640 | $645 |
| D6071 | IMPLANT RETAINER - NOBLE METAL | $530 | $600 | $680 | $680 |
| D6072 | IMPLANT RETAINER - HIGH NOBLE | $520 | $590 | $670 | $685 |
| D6073 | IMPLANT RETAINER - BASE METAL | $430 | $485 | $555 | $575 |
| D6074 | IMPLANT RETAINER - NOBLE METAL | $475 | $535 | $610 | $640 |
| D6075 | IMPLANT RETAINER - CERAMIC | $545 | $615 | $700 | $700 |
| D6076 | IMPLANT RETAINER - HIGH NOBLE | $540 | $615 | $700 | $745 |
| D6077 | IMPLANT RETAINER-CAST-HIGH NOBLE | $505 | $575 | $655 | $685 |
| D6080 | IMPLANT MAINTENANCE PROCEDURES | $45 | $50 | $55 | $70 |
| D6081 | SCALING AND DEBRIDEMENT IMPLANT | $20 | $25 | $30 | $30 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D6090 | REPAIR IMPLANT PROSTHESIS | $105 | $120 | $135 | $150 |
| D6091 | PRECISION ATTACHMENT REPLACEMENT | $180 | $205 | $230 | $260 |
| D6092 | RECEMENT IMPLANT CROWN | $30 | $35 | $40 | $55 |
| D6093 | RECEMENT IMPLANT FIXED DENTURE | $50 | $55 | $65 | $80 |
| D6094 | IMPLANT CROWN - TITANIUM | $505 | $570 | $650 | $660 |
| D6095 | REPAIR IMPLANT ABUTMENT,REPORT | $120 | $135 | $155 | $170 |
| D6096 | REMOVE BROKEN IMPLANT SCREW | $15 | $15 | $15 | $20 |
| D6100 | IMPLANT REMOVAL, BY REPORT | $150 | $170 | $190 | $290 |
| D6101 | DEBRIDEMENT PERIIMPLANT DEFECT | $45 | $50 | $55 | $65 |
| D6102 | DEBRIDE/OSS PERIIMPLANT DEFECT | $90 | $105 | $120 | $125 |
| D6103 | BONE GRAFT/PERIIMPLANT DEFECT | $195 | $230 | $255 | $330 |
| D6104 | BONE GRAFT IMPLANT PLACEMENT | $195 | $230 | $255 | $335 |
| D6110 | IMPLANT OVERDENTURE-MAXILLARY | $1,145 | $1,320 | $1,475 | $1,720 |
| D6111 | IMPLANT OVERDENTURE-MANDIBULAR | $1,145 | $1,320 | $1,475 | $1,720 |
| D6112 | IMPLANT OVERDENTURE PARTIAL-MAX | $1,030 | $1,200 | $1,355 | $1,555 |
| D6113 | IMPLANT OVERDENTURE PARTIAL-MAND | $1,030 | $1,200 | $1,355 | $1,555 |
| D6114 | IMPLANT SUPP FIXED DENTURE MAX | $1,865 | $2,110 | $2,380 | $2,320 |
| D6115 | IMPLANT SUPP FIXED DENTUREMAND | $1,865 | $2,110 | $2,380 | $2,320 |
| D6116 | IMPLANT SUPP FIXED PARTIAL MAX | $1,930 | $2,165 | $2,475 | $2,480 |
| D6117 | IMPLANT SUPP FIXED PARTIAL MAND | $1,930 | $2,165 | $2,475 | $2,480 |
| D6190 | IMPLANT INDEX | $105 | $120 | $135 | $145 |
| D6194 | IMPLANT RETAINER - TITANIUM | $485 | $550 | $625 | $635 |
| D6205 | PONTIC - INDIRECT COMPOSITE | $325 | $365 | $415 | $455 |
| D6210 | PONTIC - CAST HIGH NOBLE | $420 | $480 | $550 | $615 |
| D6211 | PONTIC - CAST BASE METAL | $380 | $430 | $490 | $550 |
| D6212 | PONTIC - CAST NOBLE METAL | $395 | $450 | $510 | $575 |
| D6214 | PONTIC - TITANIUM | $400 | $450 | $515 | $570 |
| D6240 | PONTIC - PORCELAIN - HIGH NOBLE | $440 | $505 | $575 | $630 |
| D6241 | PONTIC - PORCELAIN - BASE METAL | $410 | $470 | $535 | $565 |
| D6242 | PONTIC - PORCELAIN NOBLE METAL | $430 | $490 | $555 | $600 |
| D6245 | PONTIC - PORCELAIN | $465 | $525 | $600 | $665 |
| D6250 | PONTIC-RESIN W/HIGH NOBLE METAL | $445 | $505 | $575 | $630 |
| D6251 | PONTIC - RESIN W/BASE METAL | $340 | $380 | $430 | $475 |
| D6252 | PONTIC - RESIN W/NOBLE METAL | $365 | $415 | $470 | $520 |
| D6545 | CAST METAL RETAINER | $180 | $205 | $240 | $265 |
| D6548 | RETAINER - PORCELAIN/CERAMIC | $205 | $230 | $270 | $395 |
| D6549 | RESIN RETAINER-FIXED PROSTHESIS | $155 | $175 | $200 | $295 |
| D6600 | RETAINER INLAY CERAMIC 2 SURFACE | $420 | $475 | $540 | $575 |
| D6601 | RETAINER INLAY CERAMIC 3 OR MORE | $430 | $485 | $555 | $595 |
| D6602 | RETAINER INLAY HIGH NOBLE 2 SURF | $310 | $350 | $400 | $440 |
| D6603 | RETAINER INLAY HIGH NOBLE 3-MORE | $340 | $385 | $435 | $485 |
| D6604 | RETAINER INLAY METAL 2 SURF | $300 | $340 | $390 | $415 |
| D6605 | RETAINER INLAY METAL 3-MORE | $320 | $360 | $410 | $445 |
| D6606 | RETAINER INLAY CAST METAL 2 SURF | $300 | $340 | $390 | $425 |
| D6607 | RETAINER INLAY CAST METAL 3-MORE | $335 | $380 | $435 | $465 |
| D6608 | RETAINER ONLAY CERAMIC 2 SURF | $425 | $485 | $550 | $590 |
| D6609 | RETAINER ONLAY CERAMIC 3 OR MORE | $440 | $500 | $570 | $605 |
| D6610 | RETAINER ONLAY HIGH NOBLE 2 SURF | $360 | $400 | $455 | $485 |
| D6611 | RETAINER ONLAY HIGH NOBLE 3 OR MORE | $405 | $455 | $520 | $565 |
| D6612 | RETAINER ONLAY BASE METAL 2 SURF | $345 | $385 | $435 | $460 |
| D6613 | RETAINER ONLAY BASE METAL 3 OR MORE | $390 | $445 | $505 | $550 |
| D6614 | RETAINER ONLAY CAST NOBLE 2 SURF | $350 | $390 | $440 | $470 |
| D6615 | RETAINER ONLAY CAST NOBLE 3 OR MORE | $400 | $450 | $510 | $550 |
| D6624 | RETAINER INLAY - TITANIUM | $290 | $330 | $375 | $405 |
| D6634 | RETAINER ONLAY - TITANIUM | $345 | $385 | $440 | $460 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D6710 | RETAINER CROWN INDIRECT RESIN | $330 | $370 | $420 | $440 |
| D6720 | RETAINER CROWN-RESIN HIGH NOBLE | $445 | $505 | $575 | $630 |
| D6721 | RETAINER CROWN-RESIN BASE METAL | $355 | $400 | $450 | $475 |
| D6722 | RETAINER CROWN-RESIN NOBLE METAL | $380 | $430 | $490 | $535 |
| D6740 | RETAINER CROWN-PORCELAIN/CERAMIC | $480 | $550 | $625 | $695 |
| D6750 | RETAINER CROWN-PORC-HIGH NOBLE | $465 | $535 | $605 | $670 |
| D6751 | RETAINER CROWN-PORC-BASE METAL | $425 | $485 | $550 | $600 |
| D6752 | RETAINER CROWN-PORC-NOBLE METAL | $440 | $505 | $570 | $625 |
| D6780 | RETAINER CROWN 3/4 CAST HIGH NOBLE | $440 | $505 | $570 | $635 |
| D6781 | RETAINER CROWN 3/4 BASE METAL | $390 | $440 | $500 | $545 |
| D6782 | RETAINER CROWN-3/4 NOBLE METAL | $405 | $465 | $525 | $580 |
| D6783 | RETAINER CROWN-3/4 PORCELAIN | $465 | $525 | $600 | $645 |
| D6790 | RETAINER CROWN FULL CAST HIGH | $430 | $495 | $560 | $625 |
| D6791 | RETAINER CROWN-FULL CAST BASE | $380 | $435 | $495 | $555 |
| D6792 | RETAINER CROWN-FULL CAST NOBLE | $400 | $460 | $520 | $595 |
| D6794 | RETAINER CROWN - TITANIUM | $410 | $470 | $535 | $585 |
| D6920 | CONNECTOR BAR | $290 | $330 | $375 | $400 |
| D6930 | RECEMENT BRIDGE | $50 | $55 | $65 | $80 |
| D6980 | BRIDGE REPAIR, BY REPORT | $75 | $85 | $95 | $120 |
| D7111 | EXTRACT CORONAL REMNANTS | $45 | $50 | $60 | $70 |
| D7140 | EXTRACT ERUPT TOOTH/EXPOSED ROOT | $50 | $60 | $65 | $85 |
| D7210 | EXTRACT ERUPTED TOOTH - SURGICAL | $90 | $105 | $120 | $145 |
| D7220 | EXTRACT IMPACTED TOOTH SOFT TISS | $115 | $135 | $150 | $175 |
| D7230 | EXTRACT IMPACTED TOOTH PART BONY | $145 | $165 | $190 | $215 |
| D7240 | EXTRACT IMPACTED TOOTH COMP BONY | $185 | $210 | $240 | $260 |
| D7241 | EXT IMPACTED TOOTH BONY W/COMPL | $210 | $235 | $275 | $290 |
| D7250 | REMOVE RESIDUAL ROOT | $95 | $110 | $125 | $155 |
| D7251 | CORONECTOMY | $185 | $210 | $240 | $260 |
| D7260 | OROANTRAL FISTULA SURGERY | $310 | $355 | $400 | $430 |
| D7261 | PRIM. SINUS PERFORATION CLOSURE | $330 | $370 | $420 | $445 |
| D7270 | TOOTH REPLANTATION | $165 | $190 | $215 | $265 |
| D7272 | TOOTH TRANSPLANTATION | $160 | $185 | $210 | $230 |
| D7280 | UNERUPTED TOOTH ACCESS | $185 | $210 | $240 | $285 |
| D7282 | MOBILIZE TO AID ERUPTION | $165 | $185 | $210 | $240 |
| D7287 | CYTOLOGY SAMPLE | $35 | $40 | $45 | $65 |
| D7288 | BRUSH BIOPSY | $35 | $40 | $45 | $70 |
| D7290 | REPOSITION TEETH - SURGICAL | $175 | $200 | $225 | $255 |
| D7310 | ALVEOPLASTY - WITH EXTRACTIONS | $85 | $100 | $110 | $130 |
| D7311 | ALVEOPLASTY W/EXTRACTIONS 1-3 | $50 | $60 | $70 | $75 |
| D7320 | ALVEOPLASTY W/O EXTRACTION | $135 | $150 | $170 | $215 |
| D7321 | ALVEOPLASTY W/O EXTRACTION | $80 | $90 | $105 | $130 |
| D7340 | VESTIBULOPLASTY | $435 | $490 | $555 | $590 |
| D7350 | VESTIBULOPLASTY | $1,150 | $1,300 | $1,480 | $1,590 |
| D7450 | REMOVE ODONTOGENIC CYST/TUMOR | $165 | $185 | $215 | $255 |
| D7451 | REMOVE ODONTOGENIC CYST/TUMOR | $395 | $445 | $500 | $510 |
| D7471 | REMOVAL OF EXOSTOSIS | $240 | $270 | $315 | $330 |
| D7472 | REMOVE TORUS PALATINUS | $240 | $270 | $310 | $325 |
| D7473 | REMOVE TORUS MANDIBULARIS | $245 | $280 | $320 | $335 |
| D7485 | REDUCE OSSEOUS TUBEROSITY | $130 | $150 | $170 | $210 |
| D7510 | ABSCESS - INTRAORAL INCISION | $70 | $75 | $85 | $110 |
| D7511 | ABSCESS - INTRAORAL INCISION | $70 | $75 | $85 | $100 |
| D7520 | ABSCESS - EXTRAORAL INCISION | $110 | $125 | $145 | $175 |
| D7521 | ABSCESS - EXTRAORAL INCISION | $105 | $120 | $135 | $165 |
| D7921 | COLLECT - APPLY AUTOLOGOUS PRODUCT | $115 | $130 | $145 | $190 |
| D7950 | BONE GRAFTS- MANDIBLE OR MAXILLA | $840 | $840 | $840 | $850 |

## Dental Services Covered Under $15 Copay Plan

| Procedure | Description | Area 1 | Area 2 | Area 3 | Area 4 |
|---|---|---|---|---|---|
| D7951 | SINUS AUGMENTATION-LATERAL | $1,190 | $1,190 | $1,190 | $1,195 |
| D7952 | SINUS AUGMENTATION - VERTICAL | $1,190 | $1,190 | $1,190 | $1,195 |
| D7953 | BONE GRAFT | $195 | $230 | $255 | $330 |
| D7960 | FRENULECTOMY - SEPARATE | $135 | $150 | $175 | $220 |
| D7963 | FRENULOPLASTY | $130 | $145 | $170 | $195 |
| D7970 | EXCISION HYPERPLASTIC TISSUE | $155 | $175 | $195 | $220 |
| D7971 | EXCISE PERICORONAL GINGIVA | $70 | $75 | $85 | $110 |
| D7972 | REDUCE FIBROUS TUBEROSITY | $145 | $165 | $185 | $220 |
| D9110 | EMERGENCY RELIEF OF PAIN | $25 | $25 | $30 | $40 |
| D9120 | BRIDGE SECTIONING | $55 | $60 | $70 | $70 |
| D9222 | DEEP SEDATION/GEN ANES 1ST 15 | $75 | $80 | $80 | $95 |
| D9223 | DEEP SEDATION/GENERAL ANES | $75 | $85 | $100 | $105 |
| D9239 | INTRAVENOUS SEDATION 1ST 15 | $65 | $70 | $70 | $80 |
| D9243 | INTRAVENOUS SEDATION | $65 | $75 | $85 | $95 |
| D9310 | CONSULTATION | $50 | $55 | $65 | $70 |
| D9311 | CONSULT W/MEDICAL PROFESSIONAL | $25 | $30 | $30 | $35 |
| D9610 | INJECT DRUG - THERAPEUTIC | $25 | $30 | $30 | $35 |
| D9612 | MULTIPLE THERAPEUTIC DRUGS | $40 | $45 | $55 | $60 |
| D9910 | APPLY DESENSITIZING MEDICINE | $20 | $25 | $25 | $30 |
| D9911 | DESENSITIZING RESIN | $20 | $25 | $25 | $30 |
| D9930 | POST-SURGICAL COMPLICATIONS | $35 | $40 | $45 | $60 |
| D9932 | CLEAN INSPECT COMPLETE UPPER | $45 | $50 | $55 | $70 |
| D9933 | CLEAN INSPECT COMPLETE LOWER | $45 | $50 | $55 | $70 |
| D9934 | CLEAN INSPECT PARTIAL UPPER | $45 | $50 | $55 | $70 |
| D9935 | CLEAN INSPECT PARTIAL LOWER | $45 | $50 | $55 | $70 |
| D9940 | OCCLUSAL GUARDS | $235 | $270 | $305 | $330 |
| D9942 | REPAIR / RELINE OCCLUSAL GUARD | $75 | $85 | $95 | $105 |
| D9943 | OCCLUSAL GUARD ADJUSTMENT | $20 | $20 | $25 | $25 |
| D9951 | ADJUST OCCLUSION - LIMITED | $35 | $45 | $50 | $55 |
| D9952 | ADJUST OCCLUSION - COMPLETE | $170 | $200 | $225 | $270 |

**Orthodontics** If your plan covers orthodontics, payments will be based on a percentage of the total benefit available. A lifetime orthodontic benefit maximum applies. Please refer to your plan overview for more details.

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Like most group insurance policies, MetLife group dental policies contain certain exclusions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. For information about costs and complete details, contact your Human Resources department or MetLife benefits representative.

**Alternate Benefits:** Where two or more professionally acceptable dental treatments for a dental condition exist, reimbursement is based on the least costly treatment alternative. If you and your dentist have agreed on a treatment that is more costly than the treatment upon which the plan benefit is based, you will be responsible for any additional payment responsibility. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pretreatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Actual payments may vary from the pretreatment estimate depending upon annual maximums, plan frequency limits, deductibles and other limits applicable at time of payment.

Copay plans are not available for ***insured*** cases in Texas, including plans sitused in Texas or covering Texas residents.
Copay plans are also not available for ***insured*** cases in Connecticut, Illinois, Louisiana, Montana, and Nevada.

MetLife

Metropolitan Life Insurance Company | 200 Park Avenue | New York, NY 10166
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# Exhibit C

CONTRACTOR's proposal dated August 8, 2018

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# City of Madera

## Management and Operation of

## City of Madera Transit Division Services

## RFP No. 201718-10

***Proposal Due: August 8, 2018 at 3:00 P.M. (PST)***









MV TRANSPORTATION, INC.
5910 N. Central Expressway | Suite 1145 | Dallas, TX 75206
P 972.391.4600
www.mvtransit.com

# Management and Operation of

# City of Madera Transit Division Services

CITY OF MADERA

**Submitted To:**

**City of Madera**
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Purchasing-Central Supply
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www.mvtransit.com

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

# Confidentiality Statement

*As a privately-held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the City of Madera and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.*

*For ease of the City's review, MV has:*

- *Indicated those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- *Confidential attachments included in this proposal response are marked "confidential" in the margins of each document;*
- *MV considers its pricing information confidential and has therefore indicated so in the margin of each price page; and,*
- *Enclosed a single copy of its Audited Financial Statements separately, in a sealed envelope along with the original proposal.*

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# Tab 1: Qualifications and Experience

# Tab 1: Qualifications and Experience

## 1. Cover Letter

**1. Identify the proposal by the RFP title. Provide a summary emphasizing the distinguishing factors that highlight your ability to perform the services described herein. It should be brief (two (2) pages maximum), and include all contact information inclusive of the name, address, and location of office, telephone number, email address, title, and signature of the contact person for this proposal. The signatory shall also be a person with the official authority to bind the company.**

August 6, 2018

Ms. Rosa Hernandez, Procurement Services Manager
City of Madera
Purchasing – Central Supply
1030 South Gateway Drive
Madera, California 93637

RE: Management and Operation of City of Madera Transit Division (MTD) Services, Request for Proposal Number 201718-10

Dear Ms. Hernandez:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the City of Madera's Request for Proposal Number 201718-10 for Management and Operation of City of Madera Transit Division (MTD) Services. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

Contracting with MV Transportation will bring a fresh approach to the City's service with dedicated management and improved resources to elevate the system and provide higher quality service to the community. Specifically, our proposal offers the City:

- An accountable partnership and proactive management team, led by General Manager Annie Self. Annie is 100% dedicated to the City's service and brings 10 years of transit management experience. She is also TSI Certified to localize all of the safety and training activities for the service;

- An outstanding safety and training program, which cross-trains operators on both modes of service, provides up to date customer service training, and includes state-of-the-art technologies, including safety technology, DriveCam, and Mobileye;
- Proven procedures for effective vehicle cleaning with twice weekly cleaning and monthly detailing by an outside provider and strong maintenance coordination with a daily DVI review by the GM and frequent communication with the City's maintenance lead.
- An ongoing quality assurance program managed by our northern California-based regional support team, with a secret rider program, and a review and assessment of MV's performance quarterly via Quarterly Business Reviews.
- Strong transition plan with monthly audits from MV's regional team for the first 6 months of the contract to ensure MV is meeting the expectations of the City; and
- Cost options based on MV's corporate partnerships for adding fixed route AVL through Syncromatics or for route efficiency analysis from MV consultant Arthur Gaudet.

MV is proud of its history in passenger transportation and offers high quality, high-value service – delivered by highly competent and qualified personnel, at realistic and affordable costs. MV's proposal recognizes the existing Collective Bargaining Agreement and knows the true operating costs in this market.

I, Amy Barry, have the authority to bind MV Transportation, Inc. If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

Ms. Cristina Russell is your primary contact for this procurement. Ms. Russell has the authority to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). Cristina can be reached any time of day by cell phone at 707.330-0755 or by email at cristina.russell@mvtransit.com. Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 972.834.5668 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Suite 221, Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the MTD services.

Sincerely,

Amy Barry
Assistant Corporate Secretary

Cristina Russell
Vice President

*Please note the following correction to the Cover Letter: The correct contact number for Mr. Joe Escobedo is 623.340.3209.*

# 2. Organizational Information

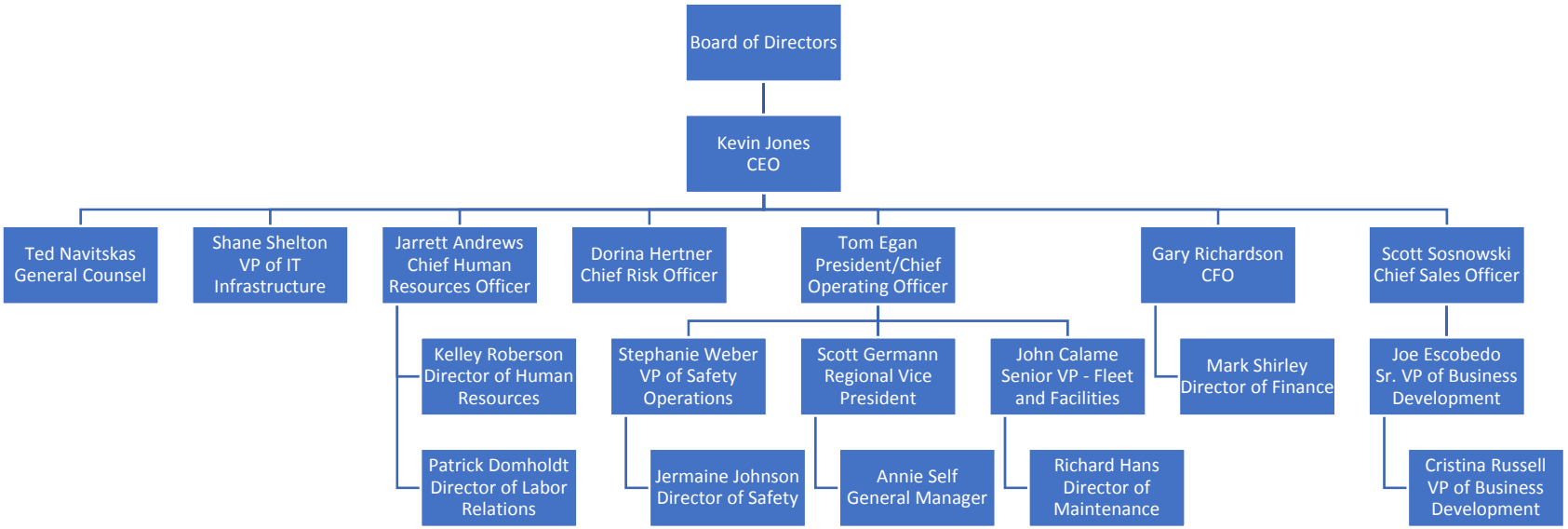
**2. Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the City is interested in how Proposer intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought here, will employees work on a full-time or mostly part-time basis, etc.**

## a. Organizational Structure and Form of Legal Entity

Today, MV operates in 28 states, and through its subsidiaries, internationally. Within North America, the company has established operational regions, each with assigned support teams that comprise directors of safety, maintenance, finance, labor relations, and human resources.

The City will have the ongoing support of industry experts who are empowered and authorized to make decisions on behalf of the organization. Leading MV's regional team is Regional Vice President Scott Germann, who reports directly to Chief Operating Officer Tom Egan.

The chart below illustrates the company's reporting lines and executive structure for this project:


Board of Directors
Kevin Jones
CEO
Ted Navitskas
General Counsel
Shane Shelton
VP of IT
Infrastructure
Jarrett Andrews
Chief Human
Resources Officer
Dorina Hertner
Chief Risk Officer
Tom Egan
President/Chief
Operating Officer
Gary Richardson
CFO
Scott Sosnowski
Chief Sales Officer
Kelley Roberson
Director of Human
Resources
Patrick Domholdt
Director of Labor
Relations
Stephanie Weber
VP of Safety
Operations
Jermaine Johnson
Director of Safety
Scott Germann
Regional Vice
President
Annie Self
General Manager
John Calame
Senior VP - Fleet
and Facilities
Richard Hans
Director of
Maintenance
Mark Shirley
Director of Finance
Joe Escobedo
Sr. VP of Business
Development
Cristina Russell
VP of Business
Development

## b. Company History and Experience

MV Transportation was founded in San Francisco by Feysan and Alex Lodde in 1975. Our founders' mission was simple: to provide freedom of mobility to those individuals who did not have access to transit, due to their disability or age. Not only were paratransit services non-existent, but many apartment buildings did not have elevators – facts that illustrate the criticality of the Loddes' work. To serve her passengers, Feysan would carry passengers up and down flights of stairs.

This history still defines who we are as a company: compassionate, forward-thinking, and staunchly committed to delivering critical services to our communities.

Today, MV operates more than 200 transit services in 28 states in the U.S., and two provinces in Canada. We work with public entities like cities, counties, and transit agencies; as well as school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people.





Feysan and Alex Lodde
Founders and owners

From fixed route to paratransit, on demand, shuttle, and black car, our team plays a significant role in mobility today. U.S.-owned and privately held, MV offers the City a progressive partnership that has the experience to accomplish your goals – with inventive approaches and utmost flexibility.

MV's passenger transportation services include commuter service, fixed route, flex route and demand response transportation. Within our operations, we offer turnkey services including but not limited to fleet and facility maintenance, transit management technologies, labor management, and service model design.

Our approach to our business is simple – we unite industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

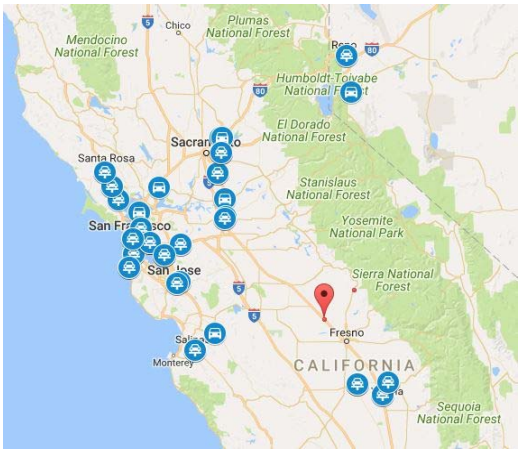
- **Paratransit and Demand Service:** MV provides more demand response service than any other company; this work is the foundation of our business and we have remained the market leader. Our experience ranges from small, local general-public dial-a-rides to extremely complex, high volume, metropolitan ADA services. From Los Angeles to New York City, our paratransit footprint is unsurpassed.

- **Fixed Route, Commuter, and Shuttle:** Fixed route, commuter services, and employee shuttles comprise our fixed route experience. MV is the provider of choice for large, high profile agencies and private customers alike. We work with our clients

to deliver passenger facing technologies, best practices in transit management, and solutions in high volume passenger systems.

## c. Form of Legal Entity

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team is based, as well as all company human resource, public relations, legal, and IT departments. We also maintain support offices in Elk Horn, Iowa, and in Northern California.




## d. Capabilities

As a national company, MV is proud of its long-standing and continuous service to West Coast cities and agencies. We operate transportation services for a variety of populations, from metropolitan centers to rural areas, with 47% of MV's current operations occurring in the state of California.

Proposed General Manager Annie Self will be supported by MV's regional team, the majority of which is based within a few hours of Madera. The table below reflects the regional leadership's tenure in their respective field of work.

| Regional Team Member | Industry Tenure | Area of Support |
|---|---|---|
| Scott Germann<br>Regional Vice President of Operations | 20 years | Overall transportation management |
| Jermaine L. Johnson<br>Director of Safety | 20 years | Safety and training oversight, compliance with all state, local, and federal safety regulations |
| Richard Hans<br>Director of Maintenance | 40 years | Fleet and maintenance oversight, compliance with all state, local, federal laws, and regulations |
| Mark Shirley<br>Director of Finance | 20 years | Reporting, accounting, and budget adherence |
| Patrick Domholdt<br>Director of Labor | 9 years | Working with unionized workforce, negotiations of labor agreements, labor codes, and regulations |
| Kelley Roberson<br>Director of Human Resources | 20 years | Human resources management in compliance with of state and federal laws |
| Kati Moujabber<br>Regional Recruiter | 16 years | Recruiting, compliance with state, local, and federal hiring laws and regulations |

## e. Financial Solvency

MV is a privately held firm, and as such its financial statements are confidential and proprietary trade secret information.

Neither MV Transportation, Inc. nor its affiliates, principals presently (or has in the past been) involved in bankruptcy or receivership.

Our financial position is solid, and the company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Gary Richardson, chief financial officer at (972) 391-4621.

## f. Company Owners and Officers

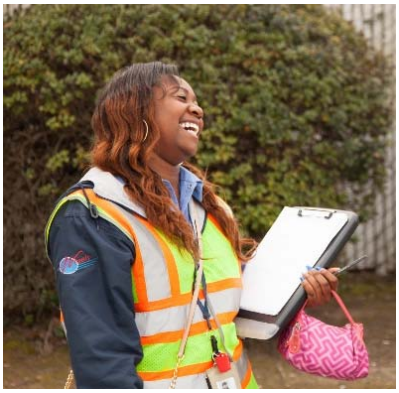
**MV's majority ownership is as follows:**

- Alex Lodde / Alex Lodde Family Trust – 46%
- Feysan Lodde / Feysan Lodde Family Trust – 22%

**MV's corporate officers are:**

- *President:* Kevin M. Jones
- *Vice President:* Tom Egan
- *Treasurer:* Gary Richardson
- *Secretary:* Emily Somerville

## g. Management Philosophy



Every client is different. Every location is different. MV understands the needs based on the RFP and we have a management plan that will help the City achieve both its short-term and long-term goals.

MV operates under a guiding management philosophy that service quality need not have a direct relationship to operating cost, and instead is derived by a positive work environment where proactive employee relations and professional development are encouraged.

MV also understands that passenger transportation is a people-focused business, and excellence is achieved when qualified employees have

the training and support resources to perform their jobs safely and professionally. Further, a well-trained, well-organized staff will realize great operational efficiencies that can contain costs and deliver effective alternative options to MV's customers, without reducing service or sacrificing quality.

### *History of Proactive Labor Management*

Core to promoting a stable workforce is ensuring a harmonious and productive relationship with the Union leadership is maintained. While the local team has the lead on making decisions relative to employee/union relations, they have the support of dedicated labor negotiators and professionals from MV's regional/corporate support structure.

Mr. Patrick Domholdt is MV's Regional Director of Labor. He will work with ATU Local 1027 on all collective bargaining agreements and is responsible for leading negotiations for MV in Madera. This allows the local team to avoid some of the more challenging union-related discussions and focus on positive employee relations.

MV has an excellent history of proactive and successful union relations. MV works with ATU in several locations across the nation and will establish harmonious relations from the start of this contract.

*The company's size and national presence have warranted its significant investment in labor resources; the company works with more than 100 local unions nationally and has a team of labor directors who ensure amicable relations. MV has negotiated countless union contracts and is very familiar with all FTA and Section 13(c) regulations.*

### *Staffing and System Management*

MV is proposing a highly qualified general manager, Ms. Annie Self, who has experience in transit management in the Central Valley. Upon award, she will relocate to the City and begin immersing herself in the operation to lead the transition plan with Regional Vice President, Scott Germann.

Our operations plan for Madera considers basing all core operations within the City and retaining as many of the existing team as possible. Any necessary hiring will be managed locally by Ms. Self who is supported by our regional recruiter Kati Moujabber. Preference will be given to local candidates and MV's proposal takes into account the existing low ratio of part-time to full-time employees.

Key factors in evaluating MV's ability to provide these services include:

- **Retaining existing employees:** MV Transportation declares that it will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

- **Skills, experience, and expertise:** MV operates more than 100 contracts within the state of California and nearly 40 contracts that provide a combination of fixed route and dial-a-ride services. There is no other company that can provide the level of California expertise and industry experience. In the section following, we have included information regarding our success in managing transportation operations.

- **Licenses:** MV possesses all appropriate licenses and permits to provide transportation operations within the state. Upon award of contract, we will obtain all local licenses and permits required for this service.

- **Financial resources:** MV has the resources and financial wherewithal to sustain the transition of this project. We have included our confidential audited financial statements in a separate, sealed envelope; these statements demonstrate the financial strength of the organization. The Company maintains a credit facility with Wells Fargo Commercial Bank (Wells Fargo). Wells Fargo provides MV with a line of credit which provides for up to $185 million for operating advances and standby letters of credit. As of August 2018, $54.4 million is available on the Wells Fargo credit line.

## Similar Contracts

Tab 2. *Past Performance* provides detailed information about MV's references, including contact information for customers at these sites. Highlights of these contracts relative to the evaluation factors required in the RFP are provided below.

- **King's County Area Rural Transit (KART):** MV has been a partner to KCAPTA for this service since 2003. Over this period MV's management of staffing and corporate support resources leveraging its other nearby contracts has led to efficiency and cost savings during the previous contract term. In the new contract term, which began July 1, 2018, MV is working with the agency to develop a new route to serve Lemoore Naval Air Station, which should increase ridership. Further, MV will operate a new on-demand flex route beginning January 2019, to increase efficiency for the system by converting two traditional fixed routes into an on-demand flex route

service. MV's Hanford contract is supported by the same regional team as that proposed for the City of Madera.

- **San Benito County Express:** In late 2017, MV's corporate team presented to the local coordinating board options for integrating TNC and taxi work into their system. This presentation included information on allowable pilot programs, regulatory oversight, service area feasibility, and potential next steps for consideration. Key personnel in this presentation included Regional Vice President Scott Germann. This contract is supported by the same regional ream as that proposed for the City of Madera.

- **Roseville Transit System and South Placer Transit Information Center**: In 2016, MV worked with the City to pilot the Game Day Express. MV employs a specially trained team of operators to provide this service during game season. These operators are trained on these special routes, ticket and fare policies including advanced ticket and Roseville resident discounts. *Last month, this service was recognized by the Sacramento Area Council of Governments with a SACOG Salutes Special Recognition award. This service has been extremely successful in reducing traffic and improving air quality by saving more than 17,000 total vehicle miles on roadways.* Further, MV's team assisted with the implementation of the South Placer Transit Information Center which is a centralized, regional call center. Customers of the transportation services represented by the call center can call for information or access it through an online information portal. Here, MV uses the Trapeze PASS system and a proprietary reporting tool for paratransit scheduling, reservations, and dispatching.

  The South Placer Transit Information Center has been recognized as Regional Project of the Year by the Sacramento Area Council of Governments. This project represents significant cost savings and efficiencies for the agencies served by reduction of redundancies.

- **Jump Around Carson City:** MV's general manager and team worked with Carson City on route changes in 2017. These changes resulted in increased ridership of fixed route services and improved customer service satisfaction. Efficiency of the fixed route service has improved from 11.89 passengers per hour to 13.02 passengers per hour, in the first year. The dramatic increase in ridership is a result of restructuring the routes to improve on-time performance, and this reliability has led to these significant ridership increases. The City and MV conducted work in the field to identify routes that had low efficiency and low ridership and conducted public outreach to inform the public of the changes. MV continues to work with the City to identify ways to increase ridership and improve service.

- **Monterey-Salinas Transit**: MV has worked with Monterey-Salinas Transit since 2004 operating the contracted portion of the District's transit services, including fixed route and paratransit services. In 2012, MV worked with the District to implement a new service delivery model with the introduction of subcontracted taxi providers for a portion of the trips to increase efficiency. MV manages the subcontracted service component utilizing two taxi providers. MV is responsible for contract and service quality oversight. Today, MV contracts 17-20% of its trips to taxi providers and is consistently meeting and exceeding its contract goals of 1.87 passengers per hour and 90% on-time performance.

## Proposed Key Personnel

### *Proposed General Manager, Annie Self*



MV is pleased to propose Annie Self as the general manager for the City's MTD services. Ms. Self has 10 years of experience in managing transportation services for fixed route and paratransit operations. Annie will be responsible for the daily oversight of all aspects of the Madera fixed route and DAR services and will be the City's liaison for this service. She is 100% dedicated to this service.

Ms. Self previously worked with MV managing operations for the company in Tuolumne County and Calaveras County She oversaw all aspects of fixed route and paratransit operations with fleets ranging from 11 to 25. Most recently working for transit services in Santa Maria and Lompoc, CA, she is native to Central California and eager to return to the Central Valley. She is experienced with all aspects of contract management, beginning her transportation career as an operator and progressing into management. Ms. Self holds numerous certifications in transportation training and management, including TSI Certification, ICP Behind the Wheel Trainer, Element K Business Ethics certification and is Reasonable Suspicion certified. Under her leadership, MV will localize the safety and training functions for this service, improving the safety culture and providing comprehensive management and support.

Ms. Self's resume has been included following this section.

### *Scott Germann, Regional Vice President*



Mr. Scott German is MV's regional vice president overseeing the Central California region.

Scott serves as MV's executive-level representative for this region and oversees MV's compliance with the terms and conditions of its contracts. Scott manages contract service quality and confirms that MV is living up to the promises made in its proposal. He leads the regional support team assigned to his contracts and has authority over resource commitment and oversight.

Scott brings to this project over 20 years of transportation management experience. He joined MV in 2017 from Waste Management, where he served as Area Director for 9 years. Scott worked for 19 years at Ryder Systems, Inc., where he served, among other positions, as Director of Operations and Area Director. His experience extends across facility, maintenance and asset management for fleets of over 2,000 vehicles.

## Corporate Support Team

### *Jermaine L. Johnson, Director of Safety*



Mr. Jermaine Johnson oversees all safety and security programs and initiatives for operations for MV's Central California region and is a resident of Madera. He works with MV's operations and maintenance support to ensure MV is compliant with all regulatory requirements relating to health, safety, and security. Jermaine schedules and/or conducts safety audits and inspections and provides safety-related support for new start-up operations. He also works with MV's executive team to develop and enact company-wide safety policies.

Jermaine joined MV in 2017 as a floating safety manager for the Company's Northwest region. He has over 20 years of safety management experience. Jermaine was formerly employed with Royal Coach Tours in San Jose, CA for 12 years and served as the safety director. From there, Jermaine worked with the State of California Highway Patrol as a motor carrier specialist supervisor, where he worked for 8 years. Jermaine holds certifications from the California Highway Patrol in Training for Emergency Responses, Passenger Vehicle Inspection, and General Hazardous Material. He is a TSI-certified instructor and holds multiple certifications from the USDOT.

### *Richard Hans, Director of Maintenance*



Richard Hans has nearly four decades of maintenance experience and has served as MV's director of maintenance since 2009. Richard works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.

He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Richard will work with MV's vice president of fleet and facilities, John Calame, to provide the needed support.

Richard joined MV as a maintenance manager in Salinas, California in 2005. His experience includes maintenance of buses, trailers, and class eight tractors. Prior to joining MV, Mr. Hans was a manager with Serco Inc. Management Service, overseeing the maintenance of more than 2,500 forest service vehicles and equipment throughout California. MV understands that the City performs maintenance services for this contract; however, Mr. Hans is an added resource MV is able to offer on an as-needed basis to assist with vehicle procurement or as the City builds its new facility, as examples.

### *Patrick Domholdt, Director of Labor Relations*



Mr. Patrick Domholdt oversees all areas of MV's labor relations in several MV regions across the United States, including central California. He is responsible for all areas of labor management, including negotiations, grievances, arbitrations, and National Labor Relations Board matters. Patrick joined MV in 2016 and has an existing positive relationship with ATU 1027 from MV's other contracts with this union.

Patrick previously worked for FirstGroup America, Inc. (parent company of First Transit, Inc. and First Student, Inc.) as labor counsel, as well as in-house counsel for the Teamsters Local 631. Patrick brings an impeccable record of proactive labor relations and has previously supported this area in startups for both MV and his prior employer, FirstGroup America.

Patrick has a Doctor of Law from Cleveland-Marshall College of Law (Cleveland State University) with a concentration in Labor and Employment Law and a Bachelor of Science in Aviation Technology from Purdue University.

### *Kelley Roberson, Director of Human Resources*



Ms. Kelley Roberson brings 20 years of human resources experience to this project. Kelley supports MV's local management teams in disciplinary matters, performance management, workforce/strategic planning, and terminations. She is responsible for ensuring compliance with federal and state laws regarding employment and labor-related matters.

Kelley resides in Northern California and will provide on-site support, as needed.

### *Katrina "Kati" Moujabber, Regional Recruiter*



Ms. Kati Moujabber serves as regional recruiter for the Northwest region; she brings 16 years of recruiting experience to her role, including direct support of some of MV's largest contracts. She understands the employment needs of large-scale paratransit services and excels in identifying the right candidates.

Kati proactively recruits staff and operators for MV's contract with the Agency using numerous online and print resources on an ongoing basis, rather than when a position is vacated. This enables MV to have a constant pool of qualified applicants from which to fill empty positions as they become available.

### *Mark Shirley, Director of Accounting*

Mr. Mark Shirley is responsible for financial reporting, billing, accounts payable, accounts receivable, and all other accounting functions for the operations within his region. Mark ensures that MV's local operations maintain their financial records according to best practices and MV's high standards of accuracy and transparency.

Prior to joining MV, Mark worked as a controller/senior finance manager for Airgas in Vancouver, Washington. Here, he worked alongside the vice president of finance to complete a wide array of tasks including but not limited to: preparing the monthly reporting package, budget preparation and completion, financial statement analysis, variance and trend analysis, and capital expenditures. Mark worked independently to manage the compensation program for 45 outside sales associates, and trained branch managers on profit and loss statements.

Mark holds a Bachelor of Business Administration from Washington State University and is a certified public accountant.

# 3. Financial Statement

**3. Proposals shall include a copy of the Contractor's CPA-audited financial statement for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, that shall demonstrate that the Proposer possesses adequate and verifiable financial ability and stability to enable the Proposer to fulfill its obligations in connection with the management and operation of MAX and DAR under the terms of the Agreement. If the most recent statement is more than fifteen (15) months old, then Proposer shall also submit a letter from current audit company stating status of the current year audit, expected completion of audit and summary of financial numbers. If requested by the Proposer, such information shall be treated as confidential by City and shall not be subject to public disclosure unless so ordered by a court of competent jurisdiction.**

## Financial Resources and Stability

MV is a privately held firm, and as such its financial statements are confidential and proprietary trade secret information.

MV's confidential audited financial statements for 2016-2017 are enclosed separately in a sealed envelope along with the original proposal.

*This page left intentionally blank.*

# Items for Discussion

# Items for Discussion

MV respectfully requests discussion of the following recommendations at the appropriate time during the procurement process.

| RFP/Contract Section | Stated Language | Proposed Language | Explanation |
|---|---|---|---|
| Price Adjustment | N/A | Include provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the Authority, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party. | Contractor needs price protection for changes requested by the Authority, or matters that were not contemplated at the time of Contractor's proposal. |
| Vehicle Acceptance Standards | N/A | Include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected. Include Contractor's vehicle acceptance agreement as an exhibit to the Agreement. | Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. |
| Environmental | N/A | Include provision to make it clear that Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the Authority's facilities, or caused by any party other than Contractor. | Contractor should not be responsible for existing issues or issues caused by other parties. |
| RPF, Section VI, Proposal Requirements – Labor Code Compliance | Contractor agrees to comply with the requirements of 49 U.S.C.A 5333(b) and 29 C.F.R. Part 215 | Revise to provide that the City will be administratively and financially responsible for 13(c) obligations. Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union | Contractor should be responsible only for its obligations to bargain collectively with any union representing employees, but should not be responsible for other 13(c) claims against the City or the prior contractor. |

# Items for Discussion

| RFP/Contract Section | Stated Language | Proposed Language | Explanation |
|---|---|---|---|
| RFP Section III – Insurance and Indemnification; Pro Forma Agreement, Section 33 – Defense and Indemnification; | Broad Contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement, except for the sole negligence of City indemnitees | Revise to limit indemnity to Contractor's negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any City indemnitees. Language should be consistent with pro-forma contract. | For damages resulting from the joint negligence of Contractor and City indemnitees, damages should be apportioned on a percentage of fault basis. |
| Insurance and Indemnification a. Minimum Scope and Limits of Insurance (1) Commercial General Liability | $10,000,000 general aggregate. | Please clarify that this limit can be met by a combination of primary and excess liability | MV is meeting the General Liability ($10M) requirement with a combination of insurance products consisting of primary insurance and excess liability insurance. Under current insurance market conditions, a primary GL policy with a limit of $10M may not be commercially available. If the City is not agreeable to the current structure of MV's insurance program, MV would need to revise its pricing structure related to insurance. |
| Insurance and Indemnification a. Minimum Scope and Limits of Insurance (2) Automobile Liability | shall include uninsured motorists, medical payments | Remove this language from the agreement. | As allowed by CA statutes, MV elects not to purchase these coverages as they are considered "no-fault" insurance and does not require MV to be legally liable for payment to be made under the policy. If this is not acceptable to the City, MV reserves the right to re-price for its insurance costs. |
| Insurance and Indemnification i. Self-insured Retentions | The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. | Remove this language from the agreement. | As insurance policies provide coverage for multiple contracts, the City opting to reduce or eliminate the deductibles or SIR's would have a material impact on the cost of insurance. If this is not acceptable to the City, MV reserves the right to re-price for its insurance costs. |

# General Manager Resume

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# Annie Self

## General Manager

*Ms. Self is MV's proposed general manager for the Management and Operation of City of Madera Transit Division Services. Annie has more than 10 years of transit management experience and will be 100% dedicated to the City of Madera's services.*

## Experience

**Vehicle Operator, Central Coast Shuttle Services (Santa Maria, CA)**
*2017 to Present*

- Provide safe commercial passenger transportation between Santa Maria, CA and Los Angeles International Airport
- Collect fares
- Prepare and submit ridership, fare, and safety reports
- Responsible for reservations and dispatching
- Ensure compliance with safety policies

**Executive Assistant, Sunsational Solar, Inc. (Lompoc, CA)**
*2016 to 2016*

- Responsibilities include answering phones, filing, managing personnel files, and managing customer files
- Responsible for Human Resources and safety programs, accounting and contracts revisions

**Project Manager, City of Lompoc Transit and Santa Ynez Valley Transit, Storer Transit Systems, Inc. (Lompoc, CA)**
*2011 to 2015*

- Oversaw daily of operations of fixed route and Dial-A-Ride service with 16-bus fleet
- Supervised 35 employees
- Ensured contract compliance and system performance
- Oversaw training and incident investigations
- Responsible for fare collection reconciliation and deposit
- Assisted client with FTA and Caltrans reporting and with federal, state, and local vehicle and labor codes compliance
- Worked closely with the Client during two service changes and designed the service schedule, improving connectivity and system on time performance.

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# Annie Self

## General Manager

**General Manager, MV Transportation, Inc. (Calaveras County, CA)**
*2006 to 2011*

- Oversaw of all aspects of deviated fixed route operation with fleet of 11 buses
- Managed staff of 25 direct reports
- Ensured compliance with the contract and with federal, state, and local vehicle and labor codes
- Responsible overall contract performance, fare collection reconciliation and deposit, incident investigation, counseling, customer service, and service schedule design
- Assisted client with FTA and Caltrans reporting
- Dispatched and covered routes as needed
- Achieved two (2) instances of 365 days without an incident at the division level
- Assisted the Client in redesigning the service schedule

**Operations Manager, MV Transportation, Inc. (Tuolumne County, CA)**
*2005 to 2006*

- Oversaw fixed route and paratransit operation with fleet of 25 vehicles and supervised 30 employees
- Recruited, hired and trained vehicle operators and administered commendations and counseling
- Managed safety performance and system performance
- Ensured compliance with federal, state and local vehicle and labor codes
- Assisted General Manager as necessary

**Operator/Dispatcher, MV Transportation, Inc. (Tuolumne County, CA)**
2003 to 2005

- Performed scheduling and dispatching
- Operating fixed route and paratransit routes
- Assisting the general public with customer service inquiries

**Fueler Washer / Dial-A-Ride Driver, Laidlaw Transit Services (Tuolumne County, CA)**
*2002 to 2003*

- Responsible for detailing interior and exterior and light repairs of 20-vehicle fleet
- Operated Dial-A-Ride vehicle and collected fares

## Education, Training and Certifications

- Class B Commercial Driver's License with Passenger Endorsement, Air Brakes, No weight restriction
- Valid VTT Certificate
- Element K Business Ethics Certificate
- TSI Classroom Trainer Certificate
- ICP Certified Behind the Wheel Trainer
- Reasonable Suspicion Certified

## References

- Julie Wilks, Storer Transit Systems (805) 588-0685
- Sharon Bennett, Laidlaw Transit Services and MV Transportation (209) 765-2929
- Ralph Delgado, Storer Transit Systems (805) 680-2217

# Tab 2: Past Performance

# Tab 2: Past Performance

## 4. Prior Performance Record

**4. Prior Performance Record: Describe specifically your company's experience in providing services listed in the Scope of Work similar in scope, magnitude, and complexity. This should include references from past and current projects (including with MTD, if applicable). This should also include relevant past performance from the proposed team, including proposed Prime and any Subcontractors.**

**Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity. In addition, include statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in paragraph (1) above: (A) Revenue Service on-time performance; (B) complaints per 100,000 passengers; (C) chargeable (preventable) accidents per 35,000 miles; (D) miles between road calls; and (D) number, dollar amount, and category of liquidated damages assessed. The statistics and information provided shall be based on, or otherwise utilize, the definitions in the NTD reporting system where applicable.**

MV has substantial experience with contracts of similar size and scope to that of MTD. Please see MV's client list following this section.

For purposes of brevity in this proposal, please see below. We have provided five (5) operations below that are similar in size and scope to that of the City of Madera.

### Kings Area Rural Transit, Kings County Area Public Transit Agency (Hanford, CA)

MV provides public transportation service to communities in Kings County, California, on behalf of the Kings County Area Public Transit Agency (KCAPTA). Known as Kings Area Rural Transit (KART), the County's system comprises fixed route and ADA paratransit services. The fixed route service operates eight (8) routes within the City of Hanford and connects Hanford to the nearby Cities of Lemoore, Avenal, Corcoran, Visalia, Fresno, and Laton. The Dial-A-Ride service operates in the Cities of Hanford, Lemoore, Armona, and Avenal, and is available to eligible persons with disabilities who are unable to use the fixed route service.

Since 2003, MV has been responsible for operations and maintenance of a mixed fleet of 34 vehicles representing diesel, CNG, and gas fuel types. MV's team uses the

Company's proprietary TimePoint fixed route on-time performance tracking system to monitor on-road activities, and Trapeze PASS for paratransit dispatching and scheduling. Dispatchers and paratransit operators communicate using Mentor Ranger mobile data terminals.

| Kings Area Rural Transit | | | |
|---|---|---|---|
| | 2015/2016 | 2016/2017 | 2017/2018 |
| On-time performance | 75% | 82% | 85% |
| Complaints per 100,000 passengers | 4 | 4 | 4 |
| Preventable accidents per 35,000 miles | 0.236 | 0.287 | 0.287 |
| Miles between roadcalls | 9,000-13,000 | 9,000-13,000 | 9,000-13,000 |
| Liquidated damages<br>1. Number<br>2. Amount<br>3. Category | 1.0<br>2.$100<br>3.Missed Routes | 1.0<br>2.$100<br>3.Missed Routes | 1.0<br>2.$100<br>3.Missed Routes |
| Passengers per hour | 3 | 3 | 3 |
| Unique factors/ operational complexities | Inter-city fixed route connection, multiple fuel types, operates in conjunction with local school districts. MV's maintenance team employs specific procedures for the climate of this operating environment – especially during the summer months to ensure passenger comfort. | | |

## San Benito County Express, San Benito County Local Transportation Authority (Hollister, CA)




MV began operating the transit services for the San Benito County Local Transportation Authority ("LTA") in 2001. The San Benito County Express system is composed of the following components:

- Fixed route service;
- Inter-County service, which provides transportation to the Caltrain and Greyhound stations and the Galivan College campus in nearby Gilroy in Santa Clara County;
- ADA complementary paratransit service, available to eligible persons with disabilities; and
- Dial-A-Ride, a demand-responsive service available to the general public.

MV is responsible for management, reservations, scheduling, and dispatching for these services. The LTA maintains the mixed fleet of 20 vehicles, which represents diesel, CNG, and gas vehicles.

| San Benito County Express | | | |
|---|---|---|---|
| | 2015/2016 | 2016/2017 | 2017/2018 |
| On-time performance | N/A | N/A | N/A |
| Complaints per 100,000 passengers | N/A | 7 | 6 |
| Preventable accidents per 35,000 miles | 1 | 1 | 0 |
| Miles between roadcalls | N/A | N/A | N/A |
| Liquidated damages | 0 | 0 | 0 |
| Passengers per hour | 5.04 | 4.92 | 4.77 |
| Unique factors/ operational complexities | MV's team works with the County's maintenance department for this County provided fleet. | | |

## Roseville Transit System and South Placer Transit Information Center, City of Roseville (Roseville, CA)

MV began operating fixed route, commuter, and complementary ADA paratransit services (the Dial-A-Ride) for the City of Roseville in 2001. These services, which collectively form the Roseville Transit system, connect the residents of Roseville to the surrounding Sacramento and Placer Counties.

MV delivers these services with the City's fleet of 47 vehicles, which represent CNG, gas, and diesel fuel types. MV's team uses Zonar to perform and track daily vehicle inspections, and maintenance is performed by the City.

MV also operates the South Placer Transit Information Center on behalf of Roseville Transit and three partner agencies. MV's team assisted with the implementation of this centralized, regional call center. Customers of the transportation services represented by the call center can call for information or access it through an online information portal. Here, MV uses the Trapeze PASS system and a proprietary reporting tool for paratransit scheduling, reservations, and dispatching.

The South Placer Transit Information Center has been recognized as Regional Project of the Year by the Sacramento Area Council of Governments.

| Roseville Transit System | | | |
|---|---|---|---|
| | 2015/2016 | 2016/2017 | 2017/2018 |
| On-time performance | 93% | 94% | 91% |
| Complaints per 100,000 passengers | 4.4 | 3.3 | 2 |
| Preventable accidents per 35,000 miles | 0 | 1 | 0 |
| Miles between roadcalls | 38,723 | 28,104 | 41,178 |
| Liquidated damages<br>1. Number<br>2. Amount<br>3. Category | 1. 11<br>2. $2,295<br>3. Missing Passengers | 1. 12<br>2. $5,516<br>3. Missing Passengers and | 1. 22<br>2. $5,302<br>3. Missing Passengers and |

| Roseville Transit System | | | |
|---|---|---|---|
| | | Failure to call ADA stops | Failure to call ADA stops |
| Passenger per hour | 9.8 | 9.2 | 8.8 |
| Unique factors/ operational complexities | Shared facility with client, coordinated client-provided maintenance, includes call center responsibility for four separate dial-a-ride services in Placer County | | |

## Jump Around Carson Transit System, City of Carson City (Carson City, NV)

MV has operated the Jump Around Carson (JAC) transit system for the City of Carson City since 2002. This system comprises a fixed route service that operates on four routes within City limits and the JAC Assist, an ADA paratransit service for eligible persons with disabilities.

MV operates a fleet of 14 vehicles for the JAC, which is maintained by the City. MV performs trip reservations, scheduling, and dispatching with the Ecolane system.

MV is currently in its third contract term with the City.

| Jump Around Carson Transit System | | | |
|---|---|---|---|
| | 2015/2016 | 2016/2017 | 2017/2018 |
| On-time performance | Not tracked | Not tracked | 98% (fixed route)<br>97% (paratransit) |
| Complaints per 100,000 passengers | 1.86 | 2.92 | 2.24 |
| Preventable accidents per 35,000 miles | 2.56* | 1.25* | 0.66* |
| Miles between roadcalls | N/a – City Maintains Fleet | N/a – City Maintains Fleet | N/a – City Maintains Fleet |
| Liquidated damages | 0 | 0 | 0 |
| Passenger per hour | 12.55 (fixed route)<br>2.65 (paratransit) | 11.89 (fixed route)<br>3.43 (paratransit) | 13.02 (fixed route)<br>3.46 (paratransit) |
| Unique factors/ operational complexities | Carson City service has a senior ADSD program where all seniors ride the fixed route system for free – from 5,600-7,500 seniors each month. MV is responsible for collecting all of the applications and setting each passenger up in the ADSD system to activate their eligibility. This service also operates in a high-desert environment which is a big focus for MV's operator training programs. | | |

**PAFR* per 100,000 miles.

## Monterey-Salinas Transit (Monterey, CA)

MV has provided transportation services to Monterey-Salinas Transit (MST) since 2004. MST represents a large transportation network covering all of the Monterey Peninsula and surrounding areas. MST's network of

services connects residents and visitors to major areas of interest, including local universities, shopping centers, hospitals, and tourist destinations. Service components include:

- Fixed route services, which operate on 14 routes throughout the Monterey Peninsula;
- MST RIDES ADA Paratransit Program, available to eligible persons with disabilities who are unable to use the fixed route service;
- Trolley service, which operates year-round with added service during summer months;
- Special Medical Trips, which provide transportation to the San Francisco Bay Area for medical trips; and
- Senior Shuttle fixed route service, which connects seniors to popular destinations.

Service is delivered with a mixed fleet of 65 vehicles, representing gas, diesel, and hybrid fuel types. MV provides management, operations, maintenance, and call center functions for these services.

| Monterey-Salinas Transit | | | |
|---|---|---|---|
| | 2015/2016 | 2016/2017 | 2017/2018 |
| On-time performance | 94% | 90% | 91% |
| Complaints per 100,000 passengers | 18 | 49 | 37 |
| Preventable accidents per 35,000 miles | 0 | 0 | 0 |
| Miles between roadcalls | 40,000 | 40,000 | 40,000 |
| Liquidated damages<br>1. Number<br>2. Amount<br>3. Category | 1.6<br>2.$2,421<br>3.Missed Trip | 1.7<br>2.$3,558<br>3.Missed Trip | 1.8<br>2.$3,786<br>3.Missed Trip |
| Passenger per hour | 1.87+ | 1.87+ | 1.87+ |
| Unique factors/ operational complexities | MV's contract includes the management of a taxi subcontractor and utilization of a mixed fleet of cutaways and vans, adjusted to meet service demand. MV also operates a local trolley service. All service is run in the Monterey, CA area, which is heavily populated by visitors to the area and demands the utmost in customer service training. | | |

# 5. Client References[1]

**5. Client References: List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, contact person and phone number, e-mail addresses, description of service(s) and dollar amount of contract. (City may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)**

MV's client references, complete with name of agency, contact person and other required details are listed below.

| | |
|---|---|
| ***1. Kings Area Rural Transit, Kings County Area Public Transit Agency (Hanford, CA)*** | |
| Contact name | Angie Dow |
| Title | Executive Director |
| Phone | (559) 582-3211 ext. 2691 |
| Email | angie.dow@co.kings.ca.us |
| Service Description | Multimode |
| Contract Value | $2,396,832 |
| ***2. San Benito County Express, San Benito County Local Transportation Authority (Hollister, CA)*** | |
| Contact name | Mary Gilbert |
| Title | Transportation Planning Manager |
| Phone | (831) 637-7665 Ext. 207 |
| Email | mary@sanbenitocog.org |
| Service Description | Multimode |
| Contract Value | $849,124 |
| ***3. Roseville Transit System and South Placer Transit Information Center, City of Roseville (Roseville, CA)*** | |
| Contact name | Mike Dour |
| Title | Alternative Transportation Manager |
| Phone | (916) 746-1304 |
| Email | mdour@roseville.ca.us |
| Service Description | Multimode |
| Contract Value | $4,183,380 |

[1] *Details regarding MV's current operations are considered confidential.*

| ***4. Jump Around Carson Transit System, City of Carson City (Carson City, NV)*** | |
|---|---|
| Contact name | Graham Dollarhide |
| Title | Transit Coordinator |
| Phone | 775.283.7583 |
| Email | gdollarhide@carson.org |
| Service Description | Multimode |
| Contract Value | $760,540 |
| ***5. Monterey-Salinas Transit (Monterey, CA)*** | |
| Contact name | Alvin Johnson |
| Title | Contract Transportation Supervisor |
| Phone | (831) 241-9026 |
| Email | ajohnson@mst.org |
| Service Description | Multimode |
| Contract Value | $10,219,734 |

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# Client List

# MV Similar Contract List

| Account Name | Contract Name | Active | Service Start Date | Service End Date | Service Type | Annual Value | Type and Number of Vehicles | Role Contact: Full Name | Role Contact: Email | Role Contact: Phone |
|---|---|---|---|---|---|---|---|---|---|---|
| Modoc Transportation Agency | Sage Stage | Active | 2/1/2000 | Present | Multimode | 909,914 | (2) 27' GMC 5500; (1) 29' Chevy 5500; (3) 25' Goshen Coach | Debbie Pedersen | dpedersen@frontier.com | (530) 233-6410 |
| Petaluma | Petaluma Transit | Active | 7/1/2000 | Present | Multimode | 1,803,155 | Para: 1- 2010 Ford E450, 1-2011 Ford E450, 2-2012 Ford E350, 1-2013 Ford E450, 1-2015 Ford E450, 1-2015 Ford E350 Fixed: 4-2007 Gillig 35?, 4-2011 Gillig 30?, 3-1999 New Flyer 40? (2-35? Gillig?s and 1-40? Gillig on Order for 2016 delivery will be fleet additions) | Joe Rye | jrye@ci.petaluma.ca.us | (707) 778-7421 |
| Union City | Union City Transit | Active | 7/1/2000 | Present | Multimode | 3,208,235 | FR: (10) Gillig 35' Transit Coach; (8) Orion Type 7 35' Transit Coach; (2) Orion Type 5 35' Transit Coach. Para: (6) StarCraft 24' Ford converted van | Travis Haung | travish@unioncity.org | (510) 675-5409 |
| Lawrence | Public Transit Services For The City Of Lawrence, Kansas | Active | 8/1/2000 | Present | Multimode | 3,576,161 | 48 Mixed fleet Transit and Cutaways. | Robert Nugent | rnugent@lawrenceks.org | (785) 832-3464 |
| San Benito County Local Transportation Authority | San Benito County Express | Active | 1/1/2001 | Present | Multimode | 849,124 | (20) Glavel/Minivan/Bluebird | Mary Gilbert | mary@sanbenitocog.org | (831) 637-7665 Ext. 207 |
| Carson City | Jump Around Carson Fixed and Paratransit Services (JAC) | Active | 7/1/2002 | Present | Multimode | 760,540 | 15 vehicles ? Chevy Cuttaways ? Ford Cuttaways , Arbocs & mini van | Graham Dollarhide | gdollarhide@carson.org | (775) 887-2355 # 7583 |
| West Hollywood | Fixed Route, Dial A Ride and Trolley Transportation Services | Active | 7/1/2002 | Present | Multimode | 1,074,478 | 15 Total: 5 Chevy Uplanders and 10 E350 Cutaways | Perri Sloane Goodman | pgoodman@weho.org | (323) 848-6370 |
| Regional Transportation Authority in Corpus Christi, Texas | Corpus Christi, B-Line | Active | 1/1/2003 | Present | Multimode | 3,743,708 | Revenue - (46) Chevy 4500/ARBOC conversion 13 pax Cutaways; (2) 2012 MV-1. Non-Revenue - (38) Misc support vehciles operated by client, maintained by MV on monthly cost pass through to client | Rosa Villarreal | rvillarreal@ccrta.org | (361) 903-3510 |
| Lodi | City of Lodi Fixed-Route, Paratransit and Demand-Response Operations | Active | 7/1/2003 | Present | Multimode | 1,944,613 | (6) 32' Eldorado Airbrake - (18) Cutaways | Paula Fernandez | pjf@lodi.gov | (209) 333-6800 x2667 |
| Rowan County Government on behalf of Rowan Transit System (RTS) | Rowan County Transit | Active | 8/1/2003 | Present | Multimode | 1,098,157 | 28 Total: (3) Dodge Van, (3) Ford Braun, (15) Ford E350, (7) Ford E450 | Gary Price | gary.price@rowancountync.gov | (704) 216-8888 |
| San Mateo County Transit District (SamTrans) | Coastside Transportation Services | Active | 11/8/2003 | Present | Multimode | 2,576,784 | 17 Fixed Service = ADA Service = (6) Cutaways; (6) Raised Roof Vans 5311 Service = (2) Cutaways FLX Service = (3) Cutaways; (6) Raised Roof Vans Sa = (2) cutaways | Ashish John | johna@samtrans.com | (650) 508-7979 |
| Ashtabula Commissioners | Ashtabula County Transportation System (ACTS) | Active | 1/1/2004 | Present | Multimode | 975,835 | LTN and LTV 350/450 | Carol Lennon | carol.lennon@jfs.ohio.gov | 440-994-2502 |
| Thousand Oaks | Thousand Oaks Transit | Active | 1/1/2004 | Present | Multimode | 2,866,689 | 17 Mini Vans, 19 Cutaways, 13 Transit buses, 5 relief vehicles | Mike Houser | mhouser@toaks.org | (805) 376-5063 |
| Tulare | Management and Operation of the City of Tulare Transit System (Tulare InterModal | Active | 7/1/2004 | Present | Multimode | 2,158,023 | 2 Vans, 4 Cutaways, and 10 big buses | Darlene Thompson | dthompson@ci.tulare.ca.us | (559) 684-4227 |
| Tulare | Tulare County Area Transit (TCAT) | Active | 10/1/2006 | Present | Multimode | 1,905,420 | 2 Vans, 4 Cutaways, and 10 big buses | Ross Miller | rmiller@co.tulare.ca.us | (559) 624-7070 |
| Canby | Canby Area Transit (CAT) Operations | Active | 7/1/2011 | Present | Multimode | 912,955 | (3) Champions (Fixed Route), (8) Cutaways (Dial-A-Ride) | Julie Wehling | wehlingj@ci.canby.or.us | (503) 266-4022 Ext.251 |
| Martin County Board of County Commissioners | Martin County Fixed Route, Deviated Fixed Route, ADA Comparable and General Publ | Active | 2/1/2012 | Present | Multimode | 1,239,927 | Cutaway, MV1 ARBOCs buses | Claudette Mahan | cmahan@martincounty.fl.us | (772) 419-4081 |
| West Covina | Fixed Route Shuttle & DAR Services for the City of West Covina | Active | 3/3/2014 | Present | Multimode | 990,625 | 11 Total: MV Owned: 4 shuttle vehicles, 5 DAR vehicles; Client Owned; 2 shuttle vehicles | Chris Freeland | chris.freeland@westcovina.org | (626) 939-8443 |
| Putnam Transit/PART Paratransit | Transit & Paratransit Operations & Maintenance | Active | 4/1/2014 | Present | Multimode | 2,801,832 | 55 Ford E450 and E350, Chevy 4500 and 3500, Ford F550, MV-1, and Thomas Built Buses | Vincent Tamagna | vincent.tamagna@putnamcountyny.gov | (845) 878-3480 |
| Regional Transportation Commission of Southern Nevada (RTC) | Senior Transportation Services | Active | 8/3/2014 | Present | Multimode | 722,208 | 14 buses = (12) Ford E-450 22' Allstars, (2) International 31' EZ-Trans | Dan Howland | howlandd@rtcsnv.com | (702) 676-1813 |

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# Tab 3: Technical Approach

# Tab 3: Technical Approach

## 6. Scope of Work

**6. Scope of Work: A detailed description of the operations capability, methods and resources by which Proposer intends to use to perform the work set forth in the Scope of Work, including:**

**a. Any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and provide specific examples of cases where the Proposer has successfully implemented these strategies for other public agency clients.**

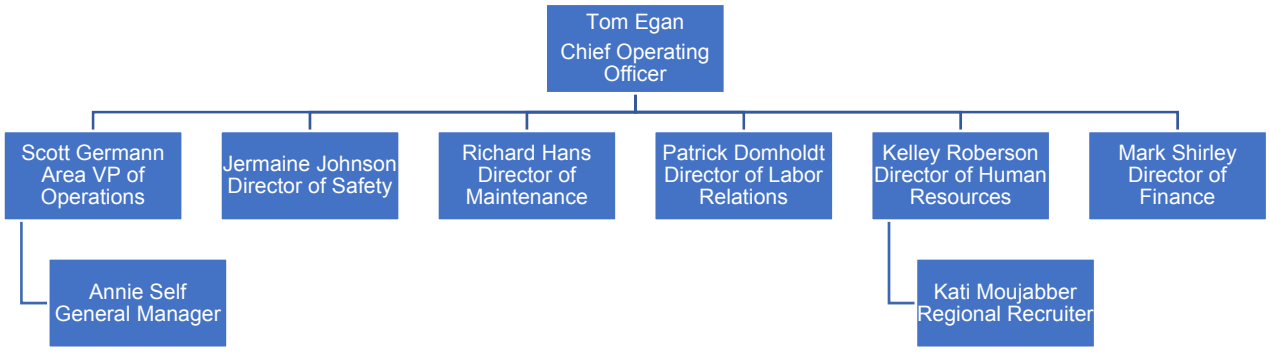
**b. Consideration for Scope of Work as outlined in Exhibit 6: Pro Forma Contract.**

MV has read and understands the terms and conditions included in Section 6 *Pro Forma Agreement*. Should MV be awarded this contract, it will meet with the City of Madera to discuss items noted in Q/A submittal during the negotiations phase, as directed by the City.

The following section provides an overview of MV's proposed management team and our approach to performing the work set forth in the scope of work.

## Organizational Chart and Locations

MV proposes the following organization structure for MTD services. Should MV be selected as MTD's service provider, proposed General Manager Annie Self will relocate to the city of Madera to assist with the transition of service.



MV's regional directors will be available to support MTD services, in areas including on-site training and safety audits, as well as overall management support. Biographies with key functions for each team member have been provided under Tab 1 Section 2g. *Management Philosophy.*

| Name | Location |
|---|---|
| **Annie Self, General Manager** | Madera, CA (upon contract award) |
| **Jermaine Johnson, Director of Safety** | Madera, CA |
| **Richard Hans, Director of Maintenance** | Tracy, CA |
| **Scott Germann, Regional Vice President** | Brentwood, CA |
| **Kelley Roberson, Director of Human Resources** | Vacaville, CA |
| **Patrick Domholdt, Director of Labor** | Las Vegas, NV |
| **Mark Shirley, Director of Finance** | Vancouver, WA |
| **Kati Moujabber, Regional Recruiter** | Seattle, WA |

## Hiring and Training

MV's Hiring Plan is provided under Tab 7 Section 20 *Hiring Plan*.

MV's Training Program and schedules for MTD services are provided under Tab 5 *Training, Safety, and Regulatory Compliance*.

## Safety Measures

MV's safety program is compliant with CHP, FTA, DOT, and APTA regulations and standards. MV will work with MTD to ensure compliance with the City's safety regulations and standards. Our safety program is outlined in detail under Tab 5 Section 18. *Safety Program.* MV's safety program outlines all safety measures, provides detail, and is compliant with regulations and standards outlined in the scope of work.

# Customer Service



Telephones will be staffed by dispatchers available for reservations and information calls for MAX and DAR services from 7:00 a.m. to 6:30 p.m. every weekday, from 9:00 a.m. to 4:00 p.m. on Saturdays and, for DAR services only, 8:30 a.m. to 2:30 p.m. on Sundays. MV will establish a voice mail system to record any reservations requests outside of these business hours (and on specified holidays). Trip reservations will be accepted up to 14 days prior to the day of the service, as required.

Dispatchers answer calls in the order they are received, and with the same standard greeting: “Good Morning (afternoon or evening), Madera Area Express, this is (first name of answerer) speaking, “How may I help you?”. Calls will end with a repeat of the confirmed reservation if applicable, and “Thank you for riding Madera Area Express, Goodbye or Have a nice day/evening.” All dispatchers must attend MV-administered PCSS Customer Service Training, where they learn professional and respectful telephone skill and effective communication techniques. MV will strive to employ bilingual (Spanish) personnel in our dispatch center, and we will use Language Line Services, as needed. Language Line is the world’s leading phone interpreter service, providing industry-specific customer service professionals on demand.

A telephone display device (TDD) or other device which allows the hearing impaired to communicate with the dispatcher will be provided.

## Paratransit Reservations & Scheduling

### *Trip Reservations*

If the customer is interested in making a trip reservation, the dispatcher asks them for his or her name or ID number, looks up their profile in Simpli, and confirms their eligibility to use the service.

The dispatcher creates a new trip in Simpli, recording the pickup and/or drop-off locations. Common departure/arrival destinations can be saved in the customer profile screen of Simpli. If the trip is to or from a new destination, the dispatcher will record the location information in Simpli, reading it back to the caller to confirm accuracy.

If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger. The dispatcher inquires about any special assistance

needed, such as carrying bags, and includes this information in the comment section of the manifest so that the operator may provide assistance within the program policies.




Once all the trip details are recorded, the dispatcher submits the trip request and Simpli presents the dispatcher with the best available options for scheduling the trip. If the trip cannot be scheduled at the exact time requested, the dispatcher attempts to negotiate a trip pursuant to the City's policy.

If the trip cannot be successfully negotiated, the dispatcher documents the trip as a denial pursuant to ADA regulations and offers the passenger the opportunity to be placed on a standby list.

At the end of each call, the customer is thanked for their business.

### *Subscription Trips*

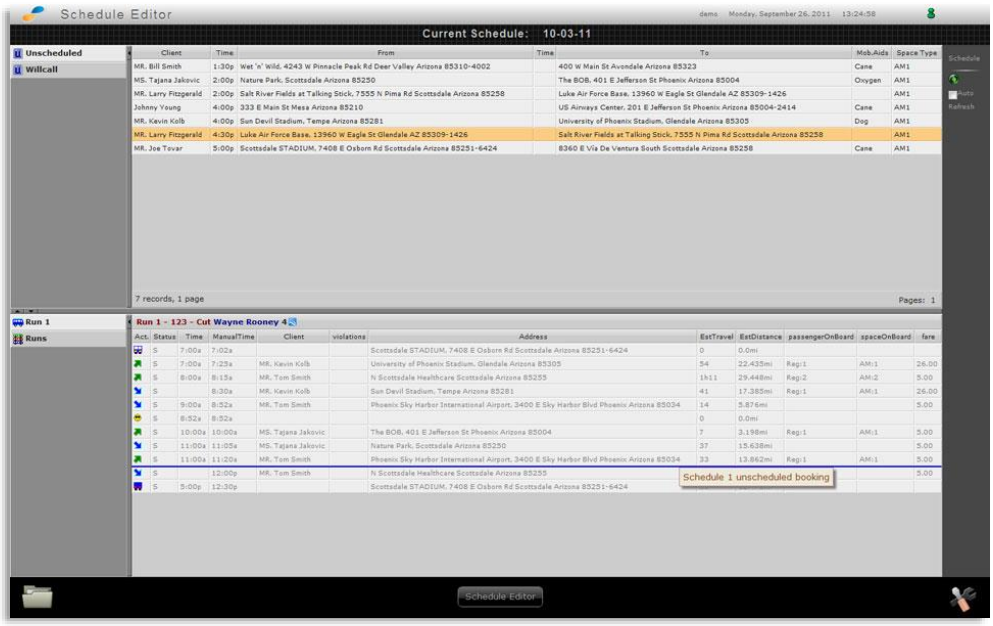
Subscription trips are provided pursuant to ADA regulation and the City's service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm it does not exceed service requirements. MV can provide the City with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

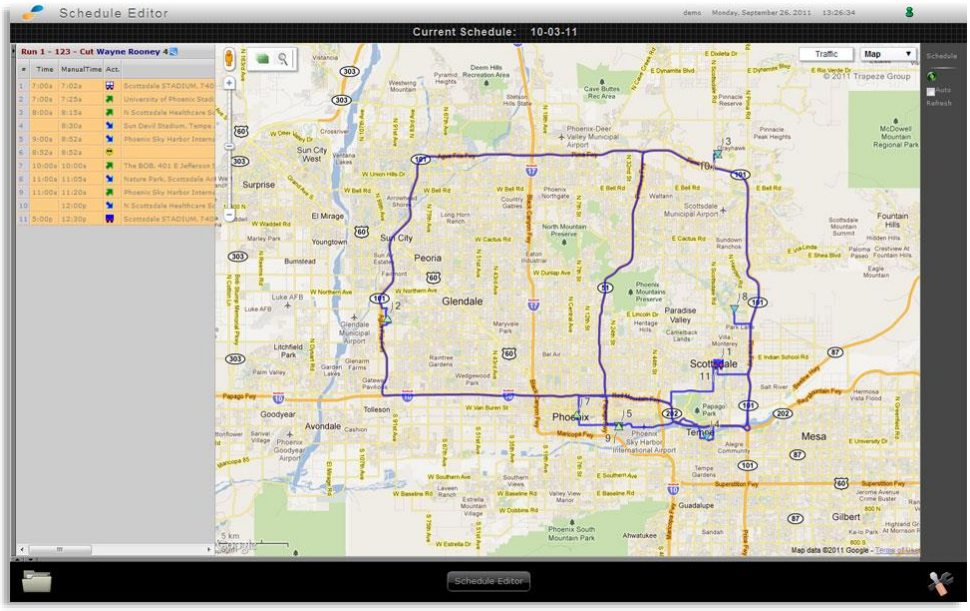
### *Trip Changes and Cancellations*

When a customer requests a same-day trip change or cancellation, the dispatcher looks up the trip information in Simpli and initiates the change. If the change is a same day request, the dispatcher initiates the change and notifies the vehicle operator.

## *Route Development – Methodology*

MV's goal is to develop routes that maximize productivity while maintaining an acceptable level of on-time performance. MV relies on significant input from operators and dispatchers to identify areas of efficiency. MV will use the schedule editor in Simpli to organize trips into efficient and productive routes. The system uses Google maps to provide dispatchers with accurate map views of routes.




Depending on the trip demand for the day, route start and end times may change. When routes are finalized, the dispatcher contacts operators whose report to work time have changed due to scheduling. The dispatcher then assigns vehicles to each route (based

on fleet availability and maintenance scheduling) and print manifests. Finally, the Operator Sign-On Log is printed so that supervisors may properly track operator sign-on times the next day.

# On-Road Operations

## Operator Check In

When the operator reports to the facility, he or she will check in at dispatch. The operations manager or on-duty supervisor will be present, along with MV's dispatch team. The dispatcher will mark the operator as present and hand the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or announcements, and perform a "fit for duty" review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.



## Planning for Contingencies

To maintain service reliability, MV will staff extraboard operators, and maintain pre-tripped backup vehicles at the operating facility.

We schedule extraboard shifts to cover service when operators do not arrive to work as scheduled due to vacation or illness. They are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended time. Upon becoming aware of an operator deficiency, the dispatcher notifies the extraboard operator alerting them of the available shift. They are provided route paddles to assist them in throughout the service day.

Finally, depending on vehicle availability and approval from the City, MV will stage one or more pre-tripped backup vehicle at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

## Daily Vehicle Inspections

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

- The road supervisor will monitor pull-out during the peak pullout periods to oversee the DVI process. He/she will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

- If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-site MTD mechanic to coordinate the repair or assign a replacement vehicle.

- If the operator does not detect a safety-related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.



## Fixed Route Service Delivery

A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop, the operator will change the vehicle head sign from “Out of Service” to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator will proceed to the next stop at the scheduled departure time. MV’s dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

## Paratransit Service Delivery

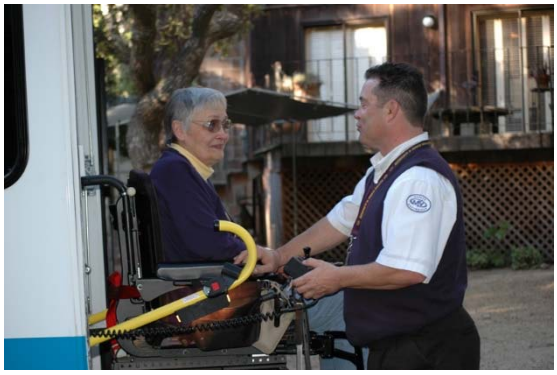
Throughout the service day, the on-board tablet unit will guide the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the tablet unit, the information is transmitted to and the route is updated in Simpli.

Dispatchers continually track vehicle status and monitor service delivery throughout the service day in Simpli.

If the passenger does not appear, the operator alerts the passenger of their arrival by quickly beeping the horn. If the passenger still does not appear, the operator uses the tablet to request that the dispatcher call the passenger. If the passenger does not arrive

within 5 minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no-show and documents the event and instructs the operator to move to the next stop.

## Mobility Device Securement



Providing safe transportation to persons in mobility devices is essential to the success of MAX fixed route and Madera DAR services. These passengers generally require a greater level of time and attention by the operator. This proper attention of the operator is critical to ensure the mobility device is properly secured to make sure the customer enjoys a safe ride. Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The operator opens the door and prepares the mobility device securement area. The lift is then deployed pursuant to specific lift procedures.

Operators will assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The operator will ensure that the brake on the mobility device is engaged and will secure the lift safety strap. The operator must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready. Maintaining their hand on the mobility device, the operator raises the lift to the top of the lift platform. Once the lift is in place, the operator will maneuver the passenger into the vehicle and position the chair in preparation for securement. Once the passenger is in place in the securement area, the operator will request permission to begin securement procedures.

Upon consent, the operator will secure the mobility device at strength securement points; the operator will never attach securement straps to spokes or other loose components. The operator checks that the straps are secure and tight, and then requests permission to place the shoulder belt and lap restraint over the passenger. Upon consent, these personal restraints are secured, and the operator notifies the passenger that they are ready to depart.

As part of MV's Operator Evaluation program, Road Supervisors perform spot checks of mobility device securement to ensure procedures are properly followed.

## Road Supervision




Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings reports for these various activities, the operations managers will administer progressive discipline pursuant to the collective bargaining agreement.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the way the mobility device is secured.

- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

## End of Operator Shift

When the operator has completed his or her shift, he or she will notify dispatch and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle

to collect any items left on board and dispose of any trash. Then the operator will perform a post-trip inspection.

## a. Strategies for Enhancing Service Quality and Reducing Cost

MV recognizes that MTD can benefit from a variety of technologies and value-added enhancements; however, it is important to balance costs with efficiencies. Therefore, our proposal includes operation enhancements, as well as value-added options for the City's consideration.

## Operational Enhancements for the City of Madera

### DriveCam and Mobileye Technologies

The efficient collection of accurate data provides the safest and most reliable service to each passenger. With the addition of safety on-board technologies, both fixed route and paratransit operations will see improved safety performance and increased ridership. MV's proposal includes the use of the DriveCam and Mobileye systems. Together they encourage safe driving behaviors and help determine the retraining needs of the driving team. MV's goal is to cultivate consistent operator awareness through programs that prepare them to provide the safest service possible. When used together, these systems are proven to enhance service quality and reduce accident rates – and thus reduce costs. Detailed information on these systems is provided under Tab 5, item *Safety Program.*

### Secret Rider Program

With the City's permission, MV will establish a secret rider program to obtain feedback about the quality of MV's service. Annie Self, general manager, will recruit "secret riders" who will observe service on a regular basis, monitor operator performance, customer service techniques, passenger assistance, and fleet cleanliness. All secret rider evaluations will be scheduled by Scott Germann, regional vice president, and unannounced to the local team.

A full evaluation will be made and catalogued based on route, time of day, bus number and other pertinent data. This information will be presented to the City, along with any corrective action plans needed.

Feedback (positive and negative) gained from these evaluations will be passed along to the operations team with appropriate follow up.

*Regular, direct passenger input will help MV ensure that it is meeting the riders' expectations and provide excellent service.*

## Voice of the Customer Program

In addition to frequent audits, phone calls, and check-ins MV regional staff (both operations and business development) will be available for meetings at the request of the City.

However, to ensure we are meeting the needs of the City, we use a "Voice of the Customer" (VOC) program to garner independent input from your team. We receive the information via a third-party consultant and translate this feedback into strategic and focused action plans.

Once we have captured client expectations, concerns, and perceptions, we discuss the plan with our regional leadership team, who works with MV's executive team to create an improvement plan for our local team. This collaborative process ensures that MV's local teams have the tools they need to meet their clients' expectations.

## Value-Added Options for Consideration

### *OneMV for Paratransit*

In preparation for this proposal, MV worked with Trapeze Group's Simpli division to negotiate the continuance of Simpli for the MTD systems. As such, MV's proposal includes the assumption of the current Simpli licenses. MV recognizes that Trapeze is no longer issuing licenses for the Simpli system, and that, eventually, the software may not be supported. As an option to the City of Madera, MV can provide its own scheduling system, OneMV, at any point during the term of this contract.

Using OneMV, passengers may call MV's Madera office to schedule trips, or they can log into the user-friendly responsive OneMV app on their smartphones, tablets, or desktop, enter their trip origin and destination, and request a ride. OneMV serves as a fully automated scheduling, dispatch system, passenger, and operator GPS/AVL application complete with mapping capabilities and real-time updates. Passengers and dispatch alike can monitor the location of their vehicle while they wait.

In the case of same-day reservations trips, once the reservation is made, the passenger is sent his/her vehicle's information and ETA.

A benefit to the City is a potential reduction in calls for trip booking requests and "where's my ride" calls – which may reduce staffing needs while increasing the quality of customer service by leveraging a self-service platform.

OneMV offers a streamlined, intuitive administrator interface that allows authorized users to monitor vehicle location in real-time, optimize schedules using automation, and make educated decisions to support effective same-day dispatching.

For MTD passengers:

- Reservations made from a passenger application with a passenger experience in mind.
- Real-time vehicle tracking allowing passengers to manage their pick-ups and drop-offs accordingly
- Ease of cancellations request to avoid no-shows and cancel at the door
- Accommodation of last-minute return trips through will-call option
- Trip reminder notifications to ensure student remember their scheduled ride time
- Door-to-door service to increase efficiency and passenger safety




MV's operations team will also have access to these options and will use OneMV for all scheduling, dispatching and reporting. A real-time vehicle location map improves the integrity of the trip and gives the dispatchers and schedulers the ability to address potential concerns before they become an issue.

With the provision of OneMV, MV will also be providing Samsung S6 smartphones to the vehicle operators. An operator's routes will be automatically downloaded onto the phone, allowing for real-time updates. These phones will also provide GPS technology to the operators throughout the service day.

For the dispatch office:

- Data collection system which provides a better understanding of the area and service demands, and provides the information needed to adjust routes to better meet the needs of the passenger community

- Real-time performance report compilation and service monitoring through the Transit Miner reporting platform

OneMV uses the Transit Miner reporting tool, which is cloud-based and accessible to the City at any time. This reporting package provides both a real-time and a historical look into system performance using a variety of dashboard options, allowing our team to make effective decisions for MTD. Transit Miner offers easy, customizable data exports capabilities into PDF or CSV formats.

*Should the City wish to upgrade from the existing Simpli software and implement OneMV, the additional (one-time) cost is $7,200.*

## Syncromatics with AVL for Fixed Route

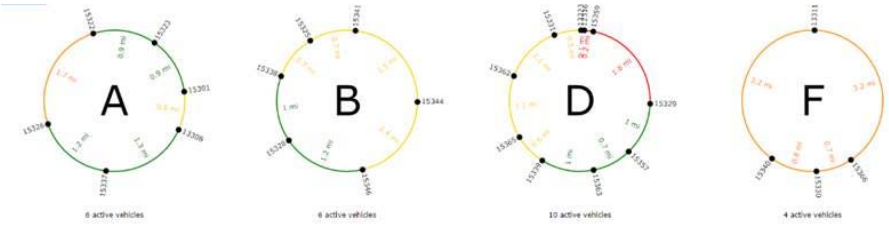
If the City is interested in deploying a CAD/AVL system, MV is able to deliver this technology through our strategic partnership with Syncromatics. Under this option, and in partnership with Syncromatics, MV will lead the implementation, configuration, testing and training for this system.

MV recommends the use of CalAmp GPS units to power the Syncromatics Track Module for this system. (Over time, MTD may opt to enhance this system with GPS-enabled tablets.) Syncromatics Track module provides the dispatch tools and reporting suite for improved efficiency and reporting for system analysis.

The Syncromatics solution includes a mobile site for passengers with which they can plan their trip based on real-time service data.

Both back office staff and passengers can view vehicle locations in real time. Our dispatchers can monitor on-time performance, route adherence, run status, and vehicle bunching. This supports real-time decision-making when service is running late or an operator deviates from the route.

The dashboard feature included in Syncromatics provides easy to read graphic views that support route management.



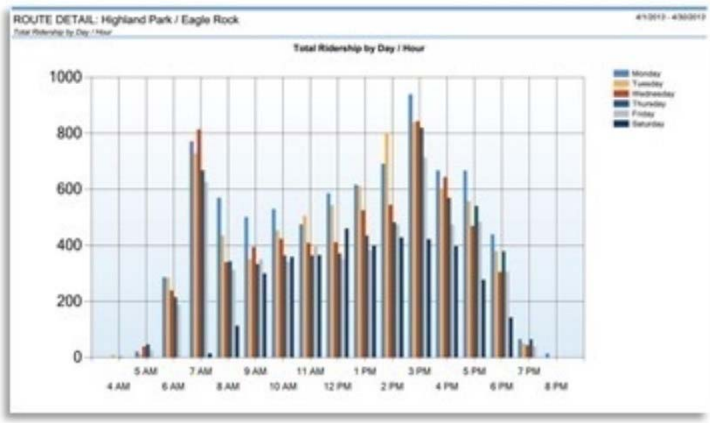

*Bunching Tools: Dispatch View*




*Bunching Tools: Dispatch View*




***Vehicle Locator: Dispatch View***




***Reports for NTD and service planning***

Syncromatics offers a number of historical reports, that detail service performance by operator and by route. The data captured by Syncromatics' reporting drives effective employee coaching and retraining activities.

The system with CalAmp GPS units to power the Syncromatics system can be added at $3,671 implementation (one-time cost) and $3,710 per year.

*MV uses the Syncromatics solutions in its fixed route contracts with LADOT and Los Angeles Metropolitan Transit Authority (Los Angeles, CA), Mid Mon Valley Transit (Charleroi, PA), Santa Rosa Transit (Santa Rosa, CA), and Presidio Trust (San Francisco, CA).*

## Route Review Option

MV Transportation is offering the services of its Route Planning and Scheduling Consultant Arthur Gaudet, as a value-added task, to evaluate the route and schedule structure.

Mr. Gaudet has over 48 years of transit experience and is noted throughout the country for his services. He has already taken a high-level look at the City's route structure and has noted what appears to be significant overlap/duplication, out-of-direction passenger travel, and the need for multiple transfers - which may potentially generate opportunities to improve efficiency and effectiveness.

We are proposing to offer Mr. Gaudet's services to work with MV and the City to perform a high to mid-level evaluation of the service, potentially leading to recommendations on how the City could improve the effectiveness of the system. Our approach would be to commission Mr. Gaudet's services for a one-week on-site evaluation, working with City management to determine what opportunities may exist. The pass-through fee for this service, including Mr. Gaudet's travel expense, would be $8500. The intent of this service is to enable the City to pursue any recommendations on its own thereafter. Should the City wish to further use Mr. Gaudet's services, he is willing to perform additional work as a pass-through to the MV Revenue Contract, eliminating the need for the City to conduct a separate procurement. Mr. Gaudet offers his lowest hourly rate to MV Transportation, currently $110.00 per hour, plus travel expense.

Mr. Gaudet's partnership is an exclusive offering to MV Transportation for the City of Madera.

A copy of Mr. Gaudet's qualifications is included in the appendix of this proposal.

## b. Consideration for SOW/Pro Forma

MV has reviewed the Pro Forma agreement for Management and Operation of Madera Transit Services. The proposal and pricing herein consider the requirements outlined in the scope of work, as required.

# 7. Accounting and Reporting System and Examples of Reports

**7. Accounting and Reporting System and Examples of Reports: Proposals shall include a description of the Contractor's accounting and reporting system, and a statement related to the capability of the Contractor's reporting system to meet National Transit Database reporting requirements. The proposal shall also contain a statement as to how the Contractor will implement sufficient internal control measures to safeguard cash and account for farebox revenue and pass and ticket inventory. Examples of reports must be included with the proposal.**

# Accounting and Reporting Systems

Operational reporting provides service statistics necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting.

MV meets FTA/NTD reporting requirements and provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

A large portion of the service data is collected and reported using Simpli, while others are collected using MV's Lawson Accounting and HR ERP and other third-party data collection systems.

As required, MV will track the following items to ensure it is meeting the standards outlined by the City:

- Summary report of operating data
- Summary report of daily operator and dispatcher logs
- Passenger complaint log with documentation
- For City Services
  - Actual count passengers by fixed route
  - Passenger data by fare type and passenger category.
  - Total vehicle miles
  - Vehicle revenue miles
  - Total vehicle hours
  - Vehicle revenue hours
  - Fares collected
  - Transfers
  - Count of no-shows by DAR passenger
  - Count of DAR reservation cancellations
  - Detail of any fixed route missed runs

- Data should show monthly summary and be broken down by day)
- Accidents by FTA category
- Fuel consumption
- Road calls
- On-time and wait time samples
- Tabulations and descriptions of the types and nature of complaints and follow-up actions taken
- Bus exterior washing by vehicle

- Operator roster
- Personnel turnover report

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

We are in the process of upgrading our Infor Financial systems as well as implementing a new Human Capital Management system (Infor Talent Acquisition and Global HR HRIS) in both in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Infor Human Capital Management includes both Talent Acquisition and Global HR, which encompass benefits, payroll administration, HR administration, leave of absence management, built-in business process framework, native business analytics tools and reports, manager self-service and employee self-service. Infor software is a fully integrated, web-enabled, cloud-based solution. The software is scalable to allow for growth of the company without having capacity concerns. The cloud-based setup and role-specific permissions/security features allow Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team will set up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the City's IT staff in whatever manner necessary.

## NTD Reporting

MV supplies NTD data to its clients and assists in the compilation of these reports. While the Federal Transit Administration (FTA) prohibits private contractors from directly

reporting data to the NTD Database on behalf of FTA-funded transit agencies, MV's local operations teams assist in the collection and summarization of all required data.

MV follows the trip sampling methodology and forms, pursuant to the guidelines of the NTD Reporting Manual, including FTA Circular 2710-1A. Compliance with FTA uniform accounting standards and NTD reporting systems is a key element of MV's U.S. federally funded operations.

MV will fully cooperate with the City in collection and reporting of all FTA ridership, operating, safety, and financial information. The information collected and summarized for the City's NTD reports will be maintained as required.

The general manager, Annie Self, will be responsible for meeting the sampling, collection, verification, and reporting requirements for the City's NTD reporting. Ms. Self, who will be supported by Regional Vice President Scott Germann, will avail herself to the City's guidance, as well as FTA seminars on NTD reporting, and other support available from the FTA website.

MV's Regional Director of Safety Jermaine Johnson will conduct sample trip data collection, with support from the operations managers and service supervisors. This information is compiled for the following NTD modules: basic, financial and service. MV's vehicle operators will only occasionally be required to conduct sample data collection and then only on the routes with the lowest ridership.

MV's proposed general manager, Ms. Annie Self, will collect and supply any operational data.

# Fare Revenue Reporting

MV understands that the City is transitioning from manual to electronic fareboxes. As such, we will ensure that all personnel are trained on both types of fare collection methods. MV has extensive experience with electronic fare box management and, if the City elects, will work with the City to roll out the new system. MV further confirms we will implement sufficient internal control measures to safeguard and account for farebox and pass and ticket inventory using the methods described below.

## Farebox Probing and Dumping

MV records the fares collected on logs acceptable to the City. General Manager Annie Self is responsible for the accurate accounting of fare revenues. These counts will also be monitored and reviewed for security reasons. To increase accountability, the procedures below are followed:

- System keys will be kept under strict control. The GFI cash box is accessible for maintenance through the use of a GFI "bullet key". The vault is accessible through a

vault and receiver key depending on the system. A bullet key control system will be implemented using an authorization and sign out system in the maintenance office. Keys will not be issued nor will maintenance be done on any farebox without an approved work order.



- The key required to open the door on the lower part of the audit unit will be kept by Ms. Self, who is responsible for removing money from the audit unit and then counting it.
- When the routes are completed for the day, the operator will drive his or her bus to the school district fuel station at 1200 Gill Avenue for fueling. As a backup, fueling will be done at the fuel station located at 1300 S. Gateway.
- The operator removes the cashbox from the farebox and drops it into the main GFI vault within the allotted time.
- A GFI probing log with each vehicle listed will be kept in the service lane to ensure all buses have been probed, and to identify abnormal probes. The abnormal probes will be reported to the maintenance supervisor for corrective action. All abnormal probes will also be reported to administration.
- Reconciled fare revenues will be deposited as required and reported to the City.

Samples of MV's reports for item 7. *Accounting and Reporting Systems and Examples of Reports* are included following this section.

# 8. Innovation Approaches and Technologies

**8. Innovation Approaches and Technologies: This section should address the Proposer's strategies and concepts for managing and controlling key cost drivers. Identify and describe any examples/case studies in which the Proposer has successfully implemented cost control or revenue enhancement strategies for other public agency clients in the following areas:**

**a. workers' compensation;**

**b. fuel efficiency and savings;**

**c. workforce attendance;**

**d. improvement in fare revenue collection;**

**e. improved efficiency in use and maintenance of vehicles;**

**f. technology enhancements to improve quality, efficiency, and/or reliability of transit operations;**

**g. innovative training/staff development and employee performance incentives; and**

**h. any other specific areas which the Proposer believes to be an appropriate target for improving cost control and management or increasing transit system revenues.**

## a. Worker's Compensation

MV is proud of its safety record and low rate of worker compensation claims. Our safety training program puts safety first, and this value is reiterated in daily safety messages, monthly safety meetings, and throughout our training, operations, and procedures. Preventing workplace injuries results in lower insurance rates and claims costs – savings that are passed on to our customers.

MV's operations in Livermore provides an example of how our safety programs, along with effective management, can achieve impressive gains in performance. Safety meetings, recognition of outstanding operator performance, and team building events foster a culture of safety and team work. This service achieved a 26% year over year reduction in incident frequency rate from 2016 to 2017.

In 2005, to identify ongoing risks and challenges to operators, MV partnered with Lytx to introduce the DriveCam safety program on board service vehicles. This measure resulted in a 50% reduction in the frequency of risky driving behaviors

and a 50% reduction in severity of incidents and has since become part of MV's standard safety plan[2].

## b. Fuel Efficiency and Savings

MV's proposed use of DriveCam and Mobileye technologies, in addition to reducing accidents and improving operator performance, increase fuel efficiency and savings through the reduction of hard braking and other inefficient operator behaviors. DriveCam recordings are reviewed for operator performance and technique. When poor operator techniques are observed, the operator is retrained in the area of weakness. Further, proper routing through the scheduling software is key to this type of savings. MV's team will consistently review this process to ensure efficient routing.

## c. Workforce Attendance

MV's general manager is responsible for cultivating a work environment in which employees want to work and succeed. This is done through her hands-on and open-door management style, incentive and recognition programs, and general health and wellness activities. As a company, MV also offers various continuing education and skills improvement opportunities through its MV University online learning portal and AVATAR training programs. MV offers a defensive driving certification, called LLLC Defensive Driving, and awards safety bonuses based on safe driving behavior. A full description of our training and staff development program is provided under Tab 3: Section 8.g. *Innovative Training and Staff Development*, and details about our incentive program can be found under Tab 5: Section 18, *Safety Program*.

[2] "MV Transportation Case Study – Paratransit leader improves driver behavior to protect drivers and passengers," Lytx, https://www.lytx.com/en-us/client-success/mv-transportation (August 2, 2018)

# Health and Wellness Program




MV will initiate a health and wellness program for its Madera team members to encourage healthy habits across the MAX and DAR team and create a positive and inviting employee culture. MV will provide opportunities at work to make good nutrition choices, introduce the opportunity for physical activity around the worksite, and provide healthy lifestyle education and outreach regarding wellness programs available through the company's health insurance plan.

MV also has in place an Employee Assistance Program (EAP). The program has "lunch and learn" classes available in many areas related to wellness, such as cooking nutritious meals, managing stress, coping with grief and loss, and working physical activities into a busy life.

The local management team, in partnership with the corporate HR department, will implement this program. They will solicit volunteers from the operator, mechanic, and scheduling/dispatch teams to form a committee to help management fully implement the program, provide guidance as to what the employees would want to participate in, champion the program's activities to their co-workers, and make recommendations to keep the program fresh and relevant.

The goal of the health and wellness program is to help employees feel better and avoid developing chronic health conditions through the adoption of healthier habits, leading to improved morale, lower absenteeism, and fewer health-related leaves of absence. Healthy and happy employees lead to a more dedicated workforce and the provision of a great product – safe driving, well-maintained vehicles, and excellent customer service.

MV has initiated programs at all of its operating locations. A very successful example is the Petaluma, CA location. Even though transit operating locations have been experiencing significant operator shortages across the country, this MV location has never had a shortage of operators. The location doesn't have extraordinarily high wage rates to mitigate a shortage, it is the high morale and positive environment of the division that keeps the employees engaged and at work every day.

## d. Improvement in Fare Revenue Collection

MV has extensive experience with fare revenue collection, both manual and electronic. Our workforce receives training and refresher training to ensure standards are met throughout the term of the contract. In MV's Fairfield, CA operating location, farebox ratio was improved following the implementation of automatic fareboxes and MV's consistent training for the team on assisting passengers in their use.

MV can also work with City to follow and implement marketing plans that bring increased ridership to the system; thereby, improving the amount of revenue collected through additional ridership.

## e. Improved Efficiency in Use and Maintenance of Vehicles

MV implemented Microsoft Office 365 in 2018, after testing the system internally. Our procurement and business development departments have been using this system, and we are in the process of deploying this across all California divisions. MV proposes to add this feature to ensure close coordination with the City's maintenance team for any vehicle availability, scheduled repairs, and DVI repairs, using MV's Office 365 document sharing system. This platform allows the City and MV's team to coordinate seamless communications for:

- Sending failing DVIs that require fleet repairs
- Scheduling Preventive Maintenance Inspections
- Updates to Out of Service Vehicles as they occur

MV uses document sharing at its Salem, OR location, where maintenance is performed by the client. MV's dispatch personnel and road supervisors communicate and coordinate with the client's maintenance department for submitting end-of-day DVIs, transmitting service information, managing vehicle movement, and scheduling preventive maintenance and minor repairs. This method has produced positive results, with consistent communication regarding vehicle status and successful reporting procedures.

## f. Technology Enhancement

MV has provided descriptions of our proposed technology enhancements under Tab 5 Section 18 *Safety Program.*

These technologies include:

- **DriveCam and Mobileye**: Mobileye is an on-board technology that reduces collisions and improves safety performance. Mobileye is a windshield mounted camera that detects other vehicles, pedestrians and lane divisions in real time and emits a warning signal. Together, DriveCam and Mobileye encourage safe driving behaviors and help determine the retraining needs of the driving team. MV's goal is to cultivate consistent operator awareness through programs that prepare them to provide the safest service possible.

## Cost Options

- **OneMV:** MV's proprietary demand response GPS-enabled system, OneMV, is a fully automated scheduling and dispatch system and passenger and operator GPS/AVL application complete with mapping capabilities and real-time updates. Passengers and dispatch can monitor the location of their vehicle while they wait. Benefits to using OneMV are: enhanced customer service by allowing passengers to monitor their ride, and potentially reducing call center volume. OneMV is now powering the transit needs of over 20,000 passengers per day, including commuter functionality for our Amazon customer and a pilot program for our Pueblo Paratransit operation. OneMV offer greater control, increased flexibility, and reduced transit system costs, as well as improved passenger service and satisfaction.

- **Route Restructure Option:** MV is exclusively offering the services of its Route Planning and Scheduling Consultant Arthur Gaudet, as a value-added task, to evaluate the route and schedule structure. Mr. Gaudet has over 48 years of transit experience and is noted throughout the country for his services. He has already taken a high-level look at the City's route structure, and has noted what appears to be significant overlap/duplication, out-of-direction passenger travel, and the need for multiple transfers - which may potentially generate opportunities to improve efficiency and effectiveness. We are proposing that Mr. Gaudet's services to perform a high to mid-level evaluation of the service may lead to recommendations on how the City could improve the effectiveness of the system. Arthur has redesigned transit systems for other Cities such as Las Cruces, NM, Hammond, IN, and in Galveston, Conroe, and Amarillo, TX. This work has led to more efficient systems with more direct routes and reduced travel times, in some cases by more than 50 percent.

- **Syncromatics with AVL for Fixed Route:** Syncromatics software enables dispatchers to view vehicles in real time, allowing them to monitor on-time performance, route adherence, run status, and other data. Dispatchers improve efficiency and decrease slack time using real-time data. This

software also provides a reporting function and historical service performance reviews. A real-time user app allows riders to track their bus, which can reduce call center inquiries. In a case study by GMV Syncromatics, the following key improvements were achieved using historical data and real-time reporting[3]:

- 15% increase in ridership from 2012 to 2014
- 7% improvement in on-time performance
- 300% increase in passenger use of real-time information system

## g. Innovative Training and Staff Development

At MV, innovation is at the core of our learning programs. Collaborating with AVATAR we are able to sustain learning through a 3-step learning approach that transfers knowledge to the end-user. This three-step approach includes HD videos, classroom instruction, and hands-on taking the learner from seeing, discussing and experiencing, which leads to understanding and learning the appropriate safe methods to operate vehicles as well as provide exceptional customer service to our passengers.

Our in-house Development Team creates innovation by utilizing technology and tools such as the Learning Management System, known as MVU to create programs that include Web-Based Training Modules, Instructor Led Training and Action Plans to help increase our internal knowledge, create bench strength and prepare our people for the present and future.

### Customer Service Training

MV is excited to present its brand-new customer service program, Platinum Connection Customer Service (PCCS). Developed by a cross-functional MV-leadership team and led by its Safety and Learning & Development departments, PCSS is based on the principle known as the Platinum Rule – do unto others as THEY would like to be treated.



[3] "Merced Capitalizes with Optimized Route Redesign from Passenger Data," GMV Syncromatics, http://gmvsyncromatics.com/mrd/ (August 2, 2018)

During the transition period, MV will administer this training to each of its MAX and DAR personnel. It is important that this training is administered to every single employee across all departments; this ensures that each MV employee is working from the same playbook.

PCCS is a 4-hour, facilitator-led course that focuses on MV's vision of customer service and on how MV employees connect with customers. MV has a broad definition of the customer, and it is important that this is defined within this training: "A Customer is anyone who depends on you, whether it is your co-workers, clients or your passengers."

This program teaches employees how to make customer-centric, solution-focused choices with a focus on personal responsibility. This interactive program will use video examples of customer service situations to guide participant discussion. Then the learning is locked in with engaging facilitator-led activities to enable participants to practice their customer service skills.

The program will build on the following questions:

**Why does this matter to me?**

- These skills makes your job easier and improve your work life satisfaction

**What is PCCS?**

- A customer-centric, solutions-focused approach to connecting with customers based on the platinum rule

**How do I provide PCCS to my customers?**

- By treating customers as they want to be treated.

**How do I treat my customers as they want to be treated?**

- We use A.C.E. to help participants remember the strategies.
- A= Awareness (self-awareness, awareness of customer expectations)
- C= Choice (Communication- verbal and non-verbal, conflict management)
- E= Empathy (putting yourself in someone else's shoes)

PCCS will be incorporated into the Monthly Safety Meetings to keep customer service top of mind because treating our customers well is an important piece in creating a safe environment.

*This program is being deployed now to MV locations across the United States, including San Jose, California; Reno, Nevada; and Grand Rapids, Michigan.*

## Manager Training Programs

Understanding that success must start at the top, MV invests in manager development. The company encourages these individuals to continue developing their leadership skills to provide better guidance to their teams and increase their confidence to enact positive change at their location.

MV's "GM Essentials" and "Leading a Division" management training programs are designed to promote competencies essential to succeeding in the general manager role. These include:

- Organizing and planning
- Strategic problem solving
- Decision making
- Communications
- Relationship building
- Financial analysis
- Initiative and action orientation
- Client relations
- Adaptability
- Accountability/results orientation
- Developing and engaging people

## GM Essentials

MV's "GM Essentials" training program for managers establishes clear and realistic expectations for the general manager's career. Available to any MV manager, orientation is structured in a weeklong, instructor-led training format, with an introduction from senior executives.

New general managers receive an overview of the first few months on the job, and are provided the tools to be successful in their leadership role. Individuals are also introduced to the very important compliance aspect of the general manager position, as well as contract management, finance, safety, maintenance, procurement and bid model development, wage and hour requirements, labor relations, and recruiting.

Trainees receive numerous materials and tools for reference throughout their career with MV.

## Leading a Division

In 2018, MV will launch a general manager development program, "Leading a Division." This program was designed to prepare our new general managers, operations managers, and assistant general managers to lead their operating divisions. The immediate benefit to our clients is a pool of highly-trained and prepared internal manager candidates to fill roles that become vacant.

"Leading a Division" is a structured training program that is tailored to each candidate's existing knowledge and proficiencies. Coursework spans six key components – safety, human resources, operations, maintenance, finance, and client. Training topics include recruiting, drug and alcohol, labor and wages, business development, contracts, and other relevant topics.




The program will be administered at the local level by the candidate's general manager. Each candidate will follow an individual development plan, guided by his/her general manager or regional vice president.

Candidates will also participate in regional conference calls with a senior operations leader and a representative from human resources to report progress.

### Ongoing Training

We have partnered with SkillSoft, a premier e-learning firm, to provide MV University online classes for continued learning. Through this partnership, our leaders have easy access to continued development in MV's values and leadership competencies. Courses include:

- Supervisor/Manager Sexual harassment awareness
- Code of Conduct
- MV Safety Leadership
- Workplace Diversity Awareness

## h. Opportunities for Cost Control

MV's proposed technology solutions in Tab 3 Section a. *Strategies for Enhancing Service Quality and Reducing Cost* offer opportunities for cost control. Technology solutions DriveCam and Mobileye improve safety performance and reduce accident rates, thus reducing costs. MV's cost option OneMV for paratransit offers a user-friendly app that allows passengers to directly book, track, and change their trips, reducing the call volume for Madera office staff and potentially reducing staffing needs and automates scheduling, improving service productivity.

MV's approach to operator hiring, training and retention provides opportunities for increased cost control. MV will source and train local operators, and training will be provided in Madera by our general manager and supported by our regional director of safety who resides in Madera, eliminating the need for operators to travel to a distant training location and improving safety and training procedures, which also leads to reduced cost.

MV will implement our employee incentive program, as described under Tab 5: Section 18, *Safety Program*, to promote high retention, which can result in operational efficiency, better workplace morale, and improved service quality. MV's proven retention strategies target employee engagement, such as community involvement, team-building exercises, safety contests, and safety blitzes, strengthen an employee's commitment to the service, and solid managers build trust with their staff to keep them engaged. Great managers are reliable coaches and focus on shaping the work environment, develop other managers, plan, allocate resources, and oversee operations closely. MV holds managers accountable for reducing total annual turnover and for reducing first-year hire turnover.

# 9. Marketing Experience

**9. Marketing Experience: Proposals shall include a description of how the Contractor will help market and promote the City's transit services. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.**

To assist the City with marketing and promotion of the DAR and MAX transit services, MV would like to present the following concepts:

- Work with City staff to promote interior and exterior bus advertising
- Provide MTD brochures and schedules to the public both on board and at the InterModal facility
- Ensure public-facing personnel are fully trained on City branding and deliver appropriate brand messaging
- Initiate contact with local vendors and organizations such as the chamber of commerce and Madera CTC to promote initiatives and develop community outreach programs, including job posting and job fairs
- Work with the City to offer travel training for DAR riders led by dispatchers or operators

# 10. Maintenance Procedures

**10. Maintenance Procedures: Proposals shall describe Contractor's general operator maintenance procedures in detail to be coordinated with the City of Madera maintenance responsibilities.**

As described above in Section 8.e. *Improved Efficiency in Use and Maintenance of Vehicles*, MV proposes the use of Office 365 document sharing for coordination with the City regarding maintenance responsibilities. This platform allows for seamless transmittal of daily reports and forms, including DVIs and maintenance inspections, to the City's maintenance team.

Operators turn in their manifests and DVI forms to dispatch after completing their shifts and cleaning and fueling their vehicles. Dispatch logs the DVI data into the Office 365 document shared with MTD maintenance. Dispatch also checks for vehicles scheduled for preventive maintenance inspections and minor repairs.

# Bus Washing and Cleaning

Pursuant to RFP requirements on pages 89 and 90 and Addendum No. 2, vehicle exteriors will be cleaned at least twice weekly. MV proposes the continuing use of K.R.S. Truck Wash for bus washing. Vehicle operators will be responsible for taking buses to the wash location at 18691 Golden State, Madera, CA. MV has accounted for the cost of twice weekly exterior cleaning in its cost proposal for the first two years of the contract and will contract with Valley Fleet Clean for mobile washing once a wash pad is provided at the new facility. However, should the City elect to provide space for washing at the transit center or elsewhere nearby, MV can reduce washing cost by hiring Valley Fleet Clean beginning with contract start. Valley Fleet Clean is a mobile wash company that comes to the location to wash and reclaims all water used. MV uses this firm in many locations across California successfully.




Vehicle interiors will be cleaned daily.

Daily cleaning activities include:

- Floors are swept and mopped
- Trash and debris is removed
- Seats cleaned and disinfected
- Wheelchair tie-down rails are cleaned
- Step wells are cleaned
- Dashboard cleaned (including steering wheel, radio, and seat)
- Operator's door wiped down
- Clean wheelchair lift station

MV will contract with Valley Fleet Clean for the monthly detailing, as required. MV wishes to discuss with the City the opportunity to provide space for this task at the transit center.

Personnel will follow a cleaning checklist to ensure no steps are missed. Cleaning activities will take place in off peak hours to avoid interference with operational hours. The general manager and road supervisor will ensure the proper cleanliness of the City's fleet at all times.

# 11. Subcontractors

**11. Subcontractor(s): Where applicable, prime Proposers shall identify subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime proposer, the City will enter into an agreement only with the prime proposer who shall be responsible for all services required by the agreement.**

MV does not contemplate the use of subcontractors in delivering MTD services.

# 12. Insurance and Bonding

**12. Insurance and Bonding: Proposals shall include copies of the Proposer's existing insurance certificates and/or evidence that the Proposer can obtain the required insurance prior to the execution of the agreement for service. The insurance and bonding requirements of this RFP, including the Agreement, will be considered minimum requirements and must be complied with in every respect. Proposer must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims that may be pending at the present time.**

**The proposal also shall include a description of the method the Proposer will use for the provision of the required performance bond.**

MV Transportation operates more than 11,000 vehicles in more than 150 locations. Over the past five years, MV has experienced a total of 70,072 incidents ($159,389,847 paid). There is presently no litigation – including those identified above – against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the City requires more information on claims for the purpose of evaluating MV, please contact Ms. Dorina Hertner, executive vice president of risk management at (712) 764-3720.

Please see a copy of our certificate of insurance following this section. The renewal date is May 30, 2019.

MV has the ability to provide the required performance bond within ten (10) calendar days after the award of the contract.

# 13. Proposal Assurances

**13. Proposal Assurance: Proposals shall provide assurance that submittals will be valid for, at a minimum, a period of ninety (90) days following submission to the City.**

MV assures the City that this proposal is valid for no less than 90 days following submission to the City.

# 14. Addenda

**14. Addenda: Proposals shall include all Addenda that may have been issued by the City in connection with this RFP.**

MV acknowledges receipt of all addenda released by the City. A copy of each addendum, as indicated below, has been provided following this section.

Addendum No. 1, dated 6/14/2018

Addendum No. 2, dated 7/2/2018

Addendum No. 3, dated 7/3/2018

# 15. Time Schedule

**15. Time Schedule: Each Proposer shall submit a time schedule setting forth the sequence of events and associated time requirements, including provision for a Turnover Audit, proposed to be undertaken from the point of contract award through the first full month of system operations under the new Agreement. The time schedule must provide for the transition to service under the resulting Agreement on October 1, 2018 if the current Contractor is selected or October 1, 2018 if a proposer other than the current Contractor is selected with no disruption to regular City of Madera transit services.**

## Transition Plan

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth service transition. Using an extensive network of experienced support personnel, MV focuses on organization, efficiency, and quality service while delivering the right leadership and necessary resources, without bureaucracy and micromanagement from corporate headquarters. As a result, MV is able to transition service quickly and without service disruption.

## Reputation for Excellence

MV has a reputation for transparency and building positive client relationships beginning from the startup period. No other firm possesses the experience in service transitions comparable to that of MV; MV has managed transitions for nearly every type of contracting model, including:

- Overnight transitions of emergency contracts
- Transitions with accelerated timelines
- Initiation of new services
- Phased-in transitions
- Transitions from client-managed services
- Transition-only contracts to prepare service to be taken in-house
- Transitioning management contracts to turnkey contracts
- Transitioning turnkey contracts to management contracts
- Contracts specifically for transition services
- Transitions resulting from bankruptcy of the incumbent contractor

## Implementation Methodology

Effective communication and relentless attention to detail drive MV's transition approach.

MV's transition leadership team will hold bi-weekly meetings with the City. Discussion topics for these meetings include the progress of the transition, task list changes and updates, potential challenges, and a look ahead to the next two weeks. In addition, MV's implementation team meets daily each morning to review the transition plan, outstanding tasks, current issues, and current task lists.

## Transition Planning

MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. A draft startup schedule for this transition is included following this section to demonstrate the tasks required during the transition. MV's transition team updates this document throughout the transition period; however, no item on the schedule is marked "complete" without confirmation from the startup manager.

## Management Approach

Regional Vice President Scott Germann will oversee all startup activities and serve as MV's full-time transition manager for this project. He will work closely with Annie Self, the local management team, and MV's support team to direct all elements of the transition. MV's transition team assigned for this project comprises the following team leaders:

| Transition Duties | Responsible Team Member |
|---|---|
| Team Oversight | Scott Germann, Regional Vice President & Transition Manager |
| Client Liaison & Contract Compliance | Cristina Russell, Vice President<br>Scott Germann, Regional Vice President & Transition Manager<br>Annie Self, General Manager |
| Scheduling & Operator Assignments | Annie Self, General Manager |
| Operator Training & Recruiting | Jermaine Johnson, Director of Safety |
| Security / Emergency Planning & Assessments | Jermaine Johnson, Director of Safety |
| Human Resources | Kelley Roberson, Director of Human Resources<br>Kati Moujabber, Regional Recruiter |
| Passenger Relations | Annie Self, General Manager |
| Service Quality & Contract Liaison | Scott Germann, Regional Vice President & Transition Manager<br>Annie Self, General Manager |
| Maintenance, Fleet, Equipment & Facilities | Richard Hans, Director of Maintenance |
| Personnel & Training | Jermaine Johnson, Director of Safety |
| Budgeting & Finance | Mark Shirley, Director of Finance<br>Annie Self, General Manager |

## Working with the Community



The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, with the City's permission, MV will establish a Passenger Transition Committee. This committee comprises passengers, City staff, MV staff, community members, and/or advocacy groups. Together, we will proactively manage transition issues and challenges.

Scott Germann and Annie Self will facilitate this committee and establish clear, open, and honest communication about how the transition is progressing.  Director of Safety

Jermaine Johnson will oversee all safety activities during the transition. Throughout the term of the contract, Mr. Johnson will be available to train, assist and audit operations. Additionally, regional support team members are available as needed to provide guidance and support for MDT services.

# Personnel Plan

## Retaining the Existing Team

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive City approval. MV will retain these individuals at their current position and seniority.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

## Outreach

To ensure it keeps the existing workforce engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

MV will schedule meetings during off-peak service hours, where a representative will explain the transition process. Additional MV staff will be available at these meetings to assist existing personnel with the application process.

MV will also establish a toll-free number for employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.

MV recognizes that a few employees may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

## Vehicle Operator Evaluation and Training

In addition to pre-employment screening, MV conducts on-road evaluations of all existing operators and provides each with orientation, customer service, and refresher training. This training is essentially an abridged version of MV's operator training program. The transition team will schedule classes during weekends and nights to

accommodate work schedules; during the day vehicle operators newly hired into the system will attend MV's full operator training program.

To minimize the impact that the transition has on the current workforce, MV will request to conduct operator evaluations in-service. If the incumbent contractor will not accommodate this request, MV will schedule evaluations during off-duty hours.

MV will also request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. If the incumbent contractor will not accommodate this request, MV will advise employees to obtain copies of their training files directly.

# Equipment and Facilities

## Fleet Transition

MV has extensive experience in fleet transitions and understands the provisions of this process, given the City's oversight of maintenance for this contract. MV will schedule fleet acceptance inspections with the City to establish fleet condition upon service transition.

Richard Hans, director of maintenance, will manage the fleet inspection process and MV's communication with the City, serving as MV's maintenance representative to the City.

## Facilities Transition

Facility preparation is a critical task that must be managed professionally and efficiently. MV will conduct acceptance inspections prior to occupying the City provided facility. Early in the transition period, MV will work closely with the City to inventory and assess all the City-owned, non-vehicle assets to be turned over from the incumbent contractor. This process is the first step in ensuring that the facilities will be transitioned in good working order.

The night before the facility transition, and early the morning of the new contract start, MV will have completed dry runs of where and how operations staff will begin the first day of service under MV. The majority of the non-management personnel will have hopefully transitioned to MV over the one-month transition period, providing for an experienced team on day one. All new employees will be trained and ready for service. The majority of the transition team will be on duty the night of October 31, 2018, to be sure everything is in place for the start of service.

As employees arrive at the facility at the end of their last shift working for the incumbent contractor, additional MV personnel will be on site to answer any questions about the next day. This team will provide all shift and relevant operational information to the employees.

All computer/network, phone, and internet services will be functioning and ready for use. Members of MV's IT team will handle all telephone assignments and assist in any last-minute IT issues. MV staff will be available to immediately answer any questions and respond to any concerns.

# 16. Process and Basis for Future Contract Adjustments

**16. Process and Basis for Future Contract Adjustments: Proposals shall include a complete description of the process and basis for contract adjustments for future service changes.**

MV will coordinate with the City to address future contract adjustments. At the end of each year, we will meet with the City to discuss services, upcoming changes and how we account for them in upcoming terms.

# Sample Reports

| ***Date fare collected*** | ***Coin*** | ***Cash*** | |
|---|---|---|---|
| April 1, 2018 | $ - | $ - | $ - |
| April 2, 2018 | $ 30.32 | $ - | $ 30.32 |
| April 3, 2018 | $ 20.99 | $ 17.00 | $ 37.99 |
| April 4, 2018 | $ 22.71 | $ 20.00 | $ 42.71 |
| April 5, 2018 | $ 17.46 | $ 42.00 | $ 59.46 |
| April 6, 2018 | $ 23.21 | $ 16.00 | |
| April 7, 2018 | $ - | $ - | $ - |
| April 8, 2018 | $ - | $ - | $ - |
| April 9, 2018 | $ 125.03 | $ 49.00 | $ 174.03 |
| April 10, 2018 | $ 94.03 | $ 88.00 | $ 182.03 |
| April 11, 2018 | $ 100.68 | $ 111.00 | $ 211.68 |
| April 12, 2018 | $ 100.39 | $ 75.00 | $ 175.39 |
| April 13, 2018 | $ 87.81 | $ 108.00 | $ 195.81 |
| April 14, 2018 | $ - | $ - | $ - |
| April 15, 2018 | $ - | $ - | $ - |
| April 16, 2018 | $ 167.12 | $ 51.00 | $ 218.12 |
| April 17, 2018 | $ 100.81 | $ 65.00 | $ 165.81 |
| April 18, 2018 | $ 150.14 | $ 132.00 | $ 282.14 |
| April 19, 2018 | $ 118.81 | $ 34.00 | $ 152.81 |
| April 20, 2018 | $ 57.18 | $ 118.00 | $ 175.18 |
| April 21, 2018 | $ - | $ - | $ - |
| April 22, 2018 | $ - | $ - | $ - |
| April 23, 2018 | $ 119.64 | $ 42.00 | $ 161.64 |
| April 24, 2018 | $ 140.67 | $ 76.00 | $ 216.67 |
| April 25, 2018 | $ 90.67 | $ 86.00 | $ 176.67 |
| April 26, 2018 | $ 85.38 | $ 88.00 | $ 173.38 |
| April 27, 2018 | $ 140.25 | $ 91.00 | $ 231.25 |
| April 28, 2018 | $ - | $ - | $ - |
| April 29, 2018 | $ - | $ - | $ - |
| April 30, 2018 | $ 112.03 | $ 71.00 | $ 183.03 |
| | $ - | $ - | $ - |
| | $ - | $ - | $ - |
| Grand Totals | **$1,905.33** | **$1,380.00** | **$3,285.33** |

| | |
|---|---|
| REV HOURS | |
| SW T | 25.33 |
| SE T | 82.72 |
| NE T | 23.73 |
| NW | 142.80 |
| NE | 142.80 |
| SE | 142.80 |
| SW | 142.80 |
| South Combined | 109.20 |
| North Combined | 109.20 |
| TOTAL | 921.39 |
| | |
| TOTAL HOURS | |
| SW T | 34.67 |
| SE T | 125.44 |
| NE T | 32.97 |
| NW | 159.60 |
| NE | 159.60 |
| SE | 170.45 |
| SW | 170.45 |
| South Combined | 109.20 |
| North Combined | 109.20 |
| TOTAL | 1071.57 |
| | |
| REV MILES | 9681.00 |
| | |
| TOTAL MILES | 10865.00 |
| | |
| TOTAL PXG | 9,588 |

**DOWNEYLINK April 2018**

**MV Public Transportation, Inc.**
Department 33560
P.O. Box 39000
San Francisco, CA 94139
707-863-8980, fax 707-863-8943

**Invoice No.** 83073

Division: 14 Name: **City of DOWNEY**
Address: 11111 Brookshire Ave.
City: Downey State: CA ZIP: 90241
Contact: Sandy Wagner

Date 5/15/2018
Terms 30 days
Due Date 6/14/2018

| Qty | Description | Account code | Unit Price | TOTAL |
|---|---|---|---|---|
| | **Service Date: April 2018** | | | |
| 921.39 | Downey Link Revenue | 4080 | $ 82.26 | $ 75,793.54 |
| | | | | |
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| | | | Subtotal | $ 75,793.54 |
| | | | Less Fare Box | $ 3,285.33 |
| | | | **TOTAL** | $ 72,508.21 |

*Have a Safe Day!*

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST, SWEST, & NWEST

**Daily Passengers & Service Hours**

**April 2018**

## South West Tripper

**Operating Days** 16

| Date | Weekday | Revenue Miles | Total Miles | Start Time | Pull Out Time | Rev Start | Rev End | End Time | Dead Head | Rev Hours | Total Hours | Rev Dec | Total Dec | AMB PXG | WC PXG | Total PXG |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/2/2018** | Monday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/3/2018** | Tuesday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/4/2018** | Wednesday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/5/2018** | Thursday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/6/2018** | Friday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/7/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/8/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/9/2018** | Monday | 11.00 | 24.00 | 13:50 | 14:05 | 14:25 | 16:00 | 16:15 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 54 | 0 | **54** |
| **4/10/2018** | Tuesday | 16.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 34 | 0 | **34** |
| **4/11/2018** | Wednesday | 15.00 | 23.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 49 | 0 | **49** |
| **4/12/2018** | Thursday | 15.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 26 | 0 | **26** |
| **4/13/2018** | Friday | 11.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 48 | 0 | **48** |
| **4/14/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/15/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/16/2018** | Monday | 15.00 | 25.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 53 | 0 | **53** |
| **4/17/2018** | Tuesday | 15.00 | 23.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 54 | 0 | **54** |
| **4/18/2018** | Wednesday | 16.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 47 | 0 | **47** |
| **4/19/2018** | Thursday | 19.00 | 23.00 | 13:50 | 14:05 | 14:25 | 16:00 | 16:15 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 45 | 0 | **45** |
| **4/20/2018** | Friday | 15.00 | 23.00 | 13:50 | 14:05 | 14:25 | 16:00 | 16:15 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 50 | 0 | **50** |
| **4/21/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/22/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/23/2018** | Monday | 17.00 | 22.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 57 | 0 | **57** |
| **4/24/2018** | Tuesday | 15.00 | 20.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 56 | 0 | **56** |
| **4/25/2018** | Wednesday | 15.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 54 | 0 | **54** |
| **4/26/2018** | Thursday | 15.00 | 24.00 | 13:50 | 14:05 | 14:25 | 16:00 | 16:15 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 45 | 0 | **45** |
| **4/27/2018** | Friday | 15.00 | 23.00 | 13:50 | 14:05 | 14:25 | 16:00 | 16:15 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 45 | 0 | **45** |
| **4/28/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/29/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/30/2018** | Monday | 15.00 | 24.00 | 14:15 | 14:30 | 14:50 | 16:25 | 16:40 | 0:00 | 1:35 | 2:10 | 1.58 | 2.17 | 58 | 0 | **58** |
| | | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **Total** | | **240.00** | **374.00** | | | | | | | | | **25.33** | **34.67** | **775.00** | **0.00** | **775.00** |
| **Wk Day Average** | | **15.00** | **23.38** | | | | | | | | | | | **48.44** | **0.00** | **48.44** |

* Non Revenue hours consist of Deadhead time (35 mins) .58, Pre trip (15 min) .25, and Post trip (5 min) .08

SAMPLE REPORT: PROVIDED FOR SOUTH COMBINED & NORTH COMBINED

**Daily Passengers & Service Hours**

**April 2018**

## South Combined

**Operating D 21**

| Date | Weekday | Revenue Miles | Total Miles | Start Time | Pull Out Time | Rev Start | Rev End | End Time | Dead Head | Rev Hours | Total Hours | Rev Dec | Total Dec | AMB PXG | WC PXG | Total PXG |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/2/2018** | Monday | 57.00 | 65.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 35 | 0 | **35** |
| **4/3/2018** | Tuesday | 56.00 | 64.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 45 | 0 | **45** |
| **4/4/2018** | Wednesday | 56.00 | 64.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 8 | 0 | **8** |
| **4/5/2018** | Thursday | 55.00 | 63.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 29 | 0 | **29** |
| **4/6/2018** | Friday | 48.00 | 48.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 18 | 0 | **18** |
| **4/7/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/8/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/9/2018** | Monday | 56.00 | 65.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 77 | 0 | **77** |
| **4/10/2018** | Tuesday | 54.00 | 63.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 91 | 0 | **91** |
| **4/11/2018** | Wednesday | 55.00 | 59.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 75 | 0 | **75** |
| **4/12/2018** | Thursday | 53.00 | 62.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 33 | 0 | **33** |
| **4/13/2018** | Friday | 56.00 | 64.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 44 | 2 | **46** |
| **4/14/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/15/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/16/2018** | Monday | 57.00 | 65.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 51 | 0 | **51** |
| **4/17/2018** | Tuesday | 55.00 | 59.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 83 | 2 | **85** |
| **4/18/2018** | Wednesday | 61.00 | 0.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 57 | 0 | **57** |
| **4/19/2018** | Thursday | 53.00 | 64.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 34 | 0 | **34** |
| **4/20/2018** | Friday | 57.00 | 62.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 66 | 1 | **67** |
| **4/21/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/22/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/23/2018** | Monday | 55.00 | 59.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 68 | 0 | **68** |
| **4/24/2018** | Tuesday | 55.00 | 63.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 65 | 2 | **67** |
| **4/25/2018** | Wednesday | 55.00 | 59.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 78 | 0 | **78** |
| **4/26/2018** | Thursday | 54.00 | 62.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 36 | 0 | **36** |
| **4/27/2018** | Friday | 55.00 | 59.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 89 | 0 | **89** |
| **4/28/2018** | Saturday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/29/2018** | Sunday | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **4/30/2018** | Monday | 55.00 | 63.00 | 9:04 | 9:04 | 9:04 | 14:16 | 14:16 | 0:00 | 5:12 | 5:12 | 5.20 | 5.20 | 43 | 0 | **43** |
| | | 0.00 | 0.00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0.00 | 0.00 | 0 | 0 | **0** |
| **Total** | | **1158.00** | **1232.00** | | | | | | | | | **109.20** | **109.20** | **1125.00** | **7.00** | **1132.00** |
| **Wk Day Average** | | **55.14** | **58.67** | | | | | | | | | | | **53.57** | **0.33** | **53.90** |

-

MV Transportation, Inc.

# Total Daily Ridership

April 2018
Tripper Days 16
Operating Days 21

| Date | Weekday | NorthWest | NorthEast | SouthWest | SouthEast | SouthWest Tripper | SouthEast Tripper | NorthEast Tripper | South Combined Route | North Combined Route | Total Passengers |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/1/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/2/2018 | Monday | 24 | 22 | 18 | 12 | 0 | 0 | 0 | 35 | 22 | 133 |
| 4/3/2018 | Tuesday | 18 | 15 | 18 | 34 | 0 | 0 | 0 | 45 | 15 | 145 |
| 4/4/2018 | Wednesday | 16 | 14 | 23 | 44 | 0 | 0 | 0 | 8 | 35 | 140 |
| 4/5/2018 | Thursday | 26 | 12 | 21 | 43 | 0 | 0 | 0 | 29 | 29 | 160 |
| 4/6/2018 | Friday | 14 | 22 | 32 | 15 | 0 | 0 | 0 | 18 | 45 | 146 |
| 4/7/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/8/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/9/2018 | Monday | 82 | 66 | 60 | 83 | 54 | 80 | 37 | 77 | 18 | 557 |
| 4/10/2018 | Tuesday | 90 | 60 | 93 | 104 | 34 | 89 | 40 | 91 | 23 | 624 |
| 4/11/2018 | Wednesday | 74 | 140 | 83 | 136 | 49 | 73 | 43 | 75 | 31 | 704 |
| 4/12/2018 | Thursday | 85 | 77 | 99 | 89 | 26 | 68 | 0 | 33 | 29 | 506 |
| 4/13/2018 | Friday | 76 | 90 | 62 | 92 | 48 | 75 | 34 | 46 | 18 | 541 |
| 4/14/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/15/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/16/2018 | Monday | 71 | 85 | 71 | 49 | 53 | 80 | 42 | 51 | 23 | 525 |
| 4/17/2018 | Tuesday | 84 | 80 | 70 | 90 | 54 | 67 | 34 | 85 | 101 | 665 |
| 4/18/2018 | Wednesday | 71 | 86 | 83 | 107 | 47 | 46 | 36 | 57 | 27 | 560 |
| 4/19/2018 | Thursday | 82 | 60 | 62 | 103 | 45 | 56 | 26 | 34 | 21 | 489 |
| 4/20/2018 | Friday | 60 | 92 | 45 | 69 | 50 | 97 | 31 | 67 | 18 | 529 |
| 4/21/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/22/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/23/2018 | Monday | 70 | 75 | 53 | 83 | 57 | 79 | 30 | 68 | 17 | 532 |
| 4/24/2018 | Tuesday | 63 | 81 | 62 | 92 | 56 | 58 | 34 | 67 | 21 | 534 |
| 4/25/2018 | Wednesday | 73 | 79 | 45 | 76 | 54 | 84 | 30 | 78 | 30 | 549 |
| 4/26/2018 | Thursday | 67 | 81 | 65 | 93 | 45 | 89 | 23 | 36 | 19 | 518 |
| 4/27/2018 | Friday | 62 | 80 | 81 | 55 | 45 | 98 | 29 | 89 | 19 | 558 |
| 4/28/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/29/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/30/2018 | Monday | 85 | 59 | 55 | 90 | 58 | 55 | 9 | 43 | 19 | 473 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | | 1293 | 1376 | 1201 | 1559 | 775 | 1194 | 478 | 1132 | 580 | 9,588 |
| Wk Day Average | | 62 | 66 | 57 | 74 | 37 | 57 | 23 | | | 457 |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West AM Passengers Count**

**DowneyLink**

| Date | Day | Regular Passengers | Ticket Passenger | Downey Transfer Rec'd | W/C Passengers | Access Services Passes | Free | Letter Passes | Total Passengers | |
|---|---|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/2/2018** | Monday | 6 | 0 | 1 | 0 | 2 | 0 | 0 | 9 | |
| **4/3/2018** | Tuesday | 5 | 1 | 1 | 0 | 3 | 1 | 0 | 11 | |
| **4/4/2018** | Wednesday | 5 | 1 | 0 | 0 | 1 | 0 | 0 | 7 | |
| **4/5/2018** | Thursday | 6 | 1 | 2 | 0 | 2 | 0 | 0 | 11 | |
| **4/6/2018** | Friday | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 9 | |
| **4/7/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/8/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/9/2018** | Monday | 21 | 2 | 5 | 0 | 6 | 3 | 0 | 37 | |
| **4/10/2018** | Tuesday | 21 | 1 | 3 | 0 | 1 | 1 | 0 | 27 | |
| **4/11/2018** | Wednesday | 24 | 0 | 3 | 0 | 2 | 1 | 0 | 30 | |
| **4/12/2018** | Thursday | 17 | 2 | 6 | 0 | 6 | 2 | 0 | 33 | |
| **4/13/2018** | Friday | 24 | 1 | 1 | 0 | 0 | 0 | 0 | 26 | |
| **4/14/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/15/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/16/2018** | Monday | 15 | 0 | 3 | 0 | 2 | 2 | 0 | 22 | |
| **4/17/2018** | Tuesday | 20 | 1 | 2 | 0 | 2 | 2 | 0 | 27 | |
| **4/18/2018** | Wednesday | 19 | 0 | 3 | 0 | 4 | 1 | 0 | 27 | |
| **4/19/2018** | Thursday | 26 | 1 | 2 | 0 | 2 | 2 | 0 | 33 | |
| **4/20/2018** | Friday | 19 | 1 | 1 | 0 | 0 | 0 | 0 | 21 | |
| **4/21/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/22/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/23/2018** | Monday | 24 | 0 | 4 | 0 | 1 | 1 | 0 | 30 | |
| **4/24/2018** | Tuesday | 18 | 0 | 6 | 0 | 6 | 1 | 0 | 31 | |
| **4/25/2018** | Wednesday | 20 | 0 | 6 | 0 | 3 | 3 | 1 | 33 | |
| **4/26/2018** | Thursday | 22 | 1 | 4 | 0 | 5 | 3 | 0 | 35 | |
| **4/27/2018** | Friday | 25 | 0 | 1 | 0 | 0 | 0 | 0 | 26 | |
| **4/28/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/29/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/30/2018** | Monday | 28 | 1 | 5 | 0 | 2 | 1 | 0 | 37 | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Total | **373** | **15** | **59** | **0** | **50** | **24** | **1** | **522** | *522* |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West PM Passenger Count**

**DowneyLink**

| Date | Day | Regular Passengers | Ticket Passenger | Downey Transfer Rec'd | W/C Passengers | Access Services Passes | Free | Letter Passes | Total Passengers | |
|---|---|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/2/2018** | Monday | 10 | 0 | 5 | 0 | 0 | 0 | 0 | 15 | |
| **4/3/2018** | Tuesday | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 7 | |
| **4/4/2018** | Wednesday | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 9 | |
| **4/5/2018** | Thursday | 11 | 1 | 0 | 0 | 1 | 2 | 0 | 15 | |
| **4/6/2018** | Friday | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 5 | |
| **4/7/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/8/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/9/2018** | Monday | 44 | 1 | 0 | 0 | 0 | 0 | 0 | 45 | |
| **4/10/2018** | Tuesday | 56 | 2 | 1 | 0 | 2 | 2 | 0 | 63 | |
| **4/11/2018** | Wednesday | 41 | 3 | 0 | 0 | 0 | 0 | 0 | 44 | |
| **4/12/2018** | Thursday | 47 | 2 | 1 | 0 | 2 | 0 | 0 | 52 | |
| **4/13/2018** | Friday | 40 | 6 | 2 | 0 | 2 | 0 | 0 | 50 | |
| **4/14/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/15/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/16/2018** | Monday | 45 | 3 | 1 | 0 | 0 | 0 | 0 | 49 | |
| **4/17/2018** | Tuesday | 48 | 5 | 1 | 0 | 0 | 3 | 0 | 57 | |
| **4/18/2018** | Wednesday | 40 | 1 | 0 | 0 | 1 | 2 | 0 | 44 | |
| **4/19/2018** | Thursday | 43 | 4 | 2 | 0 | 0 | 0 | 0 | 49 | |
| **4/20/2018** | Friday | 33 | 3 | 0 | 0 | 0 | 3 | 0 | 39 | |
| **4/21/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/22/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/23/2018** | Monday | 38 | 1 | 1 | 0 | 0 | 0 | 0 | 40 | |
| **4/24/2018** | Tuesday | 26 | 1 | 1 | 0 | 4 | 0 | 0 | 32 | |
| **4/25/2018** | Wednesday | 36 | 4 | 0 | 0 | 0 | 0 | 0 | 40 | |
| **4/26/2018** | Thursday | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | |
| **4/27/2018** | Friday | 33 | 3 | 0 | 0 | 0 | 0 | 0 | 36 | |
| **4/28/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/29/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **4/30/2018** | Monday | 45 | 2 | 1 | 0 | 0 | 0 | 0 | 48 | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Total | **686** | **45** | **16** | **0** | **12** | **12** | **0** | **771** | *771* |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West AM/PM total Passenger Count**

**DowneyLink**

| Date | Day | Regular Passengers | Ticket Passenger | Downey Transfer Rec'd | W/C Passengers | Access Services Passes | Free | Letter Passes | Total Passengers |
|---|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/2/2018** | Monday | 16 | 0 | 6 | 0 | 2 | 0 | 0 | 24 |
| **4/3/2018** | Tuesday | 11 | 2 | 1 | 0 | 3 | 1 | 0 | 18 |
| **4/4/2018** | Wednesday | 13 | 2 | 0 | 0 | 1 | 0 | 0 | 16 |
| **4/5/2018** | Thursday | 17 | 2 | 2 | 0 | 3 | 2 | 0 | 26 |
| **4/6/2018** | Friday | 12 | 2 | 0 | 0 | 0 | 0 | 0 | 14 |
| **4/7/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/8/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/9/2018** | Monday | 65 | 3 | 5 | 0 | 6 | 3 | 0 | 82 |
| **4/10/2018** | Tuesday | 77 | 3 | 4 | 0 | 3 | 3 | 0 | 90 |
| **4/11/2018** | Wednesday | 65 | 3 | 3 | 0 | 2 | 1 | 0 | 74 |
| **4/12/2018** | Thursday | 64 | 4 | 7 | 0 | 8 | 2 | 0 | 85 |
| **4/13/2018** | Friday | 64 | 7 | 3 | 0 | 2 | 0 | 0 | 76 |
| **4/14/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/15/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/16/2018** | Monday | 60 | 3 | 4 | 0 | 2 | 2 | 0 | 71 |
| **4/17/2018** | Tuesday | 68 | 6 | 3 | 0 | 2 | 5 | 0 | 84 |
| **4/18/2018** | Wednesday | 59 | 1 | 3 | 0 | 5 | 3 | 0 | 71 |
| **4/19/2018** | Thursday | 69 | 5 | 4 | 0 | 2 | 2 | 0 | 82 |
| **4/20/2018** | Friday | 52 | 4 | 1 | 0 | 0 | 3 | 0 | 60 |
| **4/21/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/22/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/23/2018** | Monday | 62 | 1 | 5 | 0 | 1 | 1 | 0 | 70 |
| **4/24/2018** | Tuesday | 44 | 1 | 7 | 0 | 10 | 1 | 0 | 63 |
| **4/25/2018** | Wednesday | 56 | 4 | 6 | 0 | 3 | 3 | 1 | 73 |
| **4/26/2018** | Thursday | 54 | 1 | 4 | 0 | 5 | 3 | 0 | 67 |
| **4/27/2018** | Friday | 58 | 3 | 1 | 0 | 0 | 0 | 0 | 62 |
| **4/28/2018** | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/29/2018** | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/30/2018** | Monday | 73 | 3 | 6 | 0 | 2 | 1 | 0 | 85 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Total | **1059** | **60** | **75** | **0** | **62** | **36** | **1** | **1293** |
| | | 1059 | 60 | 75 | 0 | 62 | 36 | 1 | |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West AM Mileage**

**DowneyLink**

| Date | Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|---|
| **4/1/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/2/2018** | 295070 | 295074 | 295107 | 295101 | 31 | 33 | 31 |
| **4/3/2018** | 295202 | 295206 | 295234 | 295234 | 32 | 28 | 32 |
| **4/4/2018** | 295335 | 295339 | 295366 | 295366 | 31 | 27 | 31 |
| **4/5/2018** | 233735 | 233735 | 233762 | 233762 | 27 | 27 | 27 |
| **4/6/2018** | 248254 | 248258 | 248285 | 248285 | 31 | 27 | 31 |
| **4/7/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/8/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/9/2018** | 295469 | 295473 | 295500 | 295500 | 31 | 27 | 31 |
| **4/10/2018** | 295602 | 295606 | 295633 | 295633 | 31 | 27 | 31 |
| **4/11/2018** | 295734 | 295738 | 295766 | 295766 | 32 | 28 | 32 |
| **4/12/2018** | 295834 | 295838 | 295868 | 295868 | 34 | 30 | 34 |
| **4/13/2018** | 295966 | 295970 | 295997 | 295997 | 31 | 27 | 31 |
| **4/14/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/15/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/16/2018** | 296095 | 296099 | 296130 | 296130 | 35 | 31 | 35 |
| **4/17/2018** | 296232 | 296236 | 296264 | 296264 | 32 | 28 | 32 |
| **4/18/2018** | 296365 | 296370 | 296396 | 296396 | 31 | 26 | 31 |
| **4/19/2018** | 296465 | 296470 | 296496 | 296496 | 31 | 26 | 31 |
| **4/20/2018** | 296598 | 296602 | 296629 | 296629 | 31 | 27 | 31 |
| **4/21/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/22/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/23/2018** | 296730 | 296734 | 296761 | 296761 | 31 | 27 | 31 |
| **4/24/2018** | 296817 | 296821 | 296848 | 296848 | 31 | 27 | 31 |
| **4/25/2018** | 296950 | 296954 | 296980 | 296980 | 30 | 26 | 30 |
| **4/26/2018** | 297081 | 297085 | 297111 | 297111 | 30 | 26 | 30 |
| **4/27/2018** | 297214 | 297218 | 297244 | 297244 | 30 | 26 | 30 |
| **4/28/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/29/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/30/2018** | 297346 | 297350 | 297378 | 297378 | 32 | 28 | 32 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | **655** | **579** | **655** |

**Bus Exchange**

| Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | **0** | **0** | **0** |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West PM Mileage**

**DowneyLink**

| Date | Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|---|
| **4/1/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/2/2018** | 295136 | 295136 | 295198 | 295202 | 66 | 62 | 66 |
| **4/3/2018** | 295286 | 295286 | 295331 | 295338 | 52 | 45 | 52 |
| **4/4/2018** | 295428 | 295428 | 295464 | 295468 | 40 | 36 | 40 |
| **4/5/2018** | 233816 | 233816 | 233860 | 233864 | 48 | 44 | 48 |
| **4/6/2018** | 233909 | 233909 | 233927 | 233927 | 18 | 18 | 18 |
| **4/7/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/8/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/9/2018** | 295553 | 295553 | 295598 | 295602 | 49 | 45 | 49 |
| **4/10/2018** | 295686 | 295686 | 295730 | 295734 | 48 | 44 | 48 |
| **4/11/2018** | 235096 | 235096 | 235140 | 235144 | 48 | 44 | 48 |
| **4/12/2018** | 295918 | 295918 | 295961 | 295966 | 48 | 43 | 48 |
| **4/13/2018** | 296051 | 296051 | 296094 | 296098 | 47 | 43 | 47 |
| **4/14/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/15/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/16/2018** | 296183 | 296183 | 296228 | 296232 | 49 | 45 | 49 |
| **4/17/2018** | 296316 | 296316 | 296359 | 296364 | 48 | 43 | 48 |
| **4/18/2018** | 234404 | 234404 | 234449 | 234452 | 48 | 45 | 48 |
| **4/19/2018** | 296549 | 296549 | 296594 | 296598 | 49 | 45 | 49 |
| **4/20/2018** | 265223 | 265223 | 265263 | 265268 | 45 | 40 | 45 |
| **4/21/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/22/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/23/2018** | 222150 | 222150 | 222190 | 222194 | 44 | 40 | 44 |
| **4/24/2018** | 296900 | 296900 | 296945 | 296949 | 49 | 45 | 49 |
| **4/25/2018** | 222326 | 222326 | 222366 | 222371 | 45 | 40 | 45 |
| **4/26/2018** | 297164 | 297164 | 297182 | 297182 | 18 | 18 | 18 |
| **4/27/2018** | 249883 | 249883 | 249929 | 249932 | 49 | 46 | 49 |
| **4/28/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/29/2018** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **4/30/2018** | 297430 | 297430 | 297475 | 297479 | 49 | 45 | 49 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | **957** | **876** | **957** |

**Bus Exchange**

| Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 248371 | 248371 | 248389 | 248393 | 22 | 18 | 22 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 297182 | 297182 | 297209 | 297213 | 31 | 27 | 31 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | **53** | **45** | **53** |

SAMPLE REPORT: PROVIDED FOR SW TRIPPER, SE TRIPPER, NE TRIPPER, NEAST,SWEST, & NWEST

**North West AM/PM Total Mileage**

**DowneyLink**

| Date | Schedule Rev.Miles | Total Miles |
|---|---|---|
| **4/1/2018** | 0 | 0 |
| **4/2/2018** | 95 | 97 |
| **4/3/2018** | 73 | 84 |
| **4/4/2018** | 63 | 71 |
| **4/5/2018** | 71 | 75 |
| **4/6/2018** | 63 | 71 |
| **4/7/2018** | 0 | 0 |
| **4/8/2018** | 0 | 0 |
| **4/9/2018** | 72 | 80 |
| **4/10/2018** | 71 | 79 |
| **4/11/2018** | 72 | 80 |
| **4/12/2018** | 73 | 82 |
| **4/13/2018** | 70 | 78 |
| **4/14/2018** | 0 | 0 |
| **4/15/2018** | 0 | 0 |
| **4/16/2018** | 76 | 84 |
| **4/17/2018** | 71 | 80 |
| **4/18/2018** | 71 | 79 |
| **4/19/2018** | 71 | 80 |
| **4/20/2018** | 67 | 76 |
| **4/21/2018** | 0 | 0 |
| **4/22/2018** | 0 | 0 |
| **4/23/2018** | 67 | 75 |
| **4/24/2018** | 72 | 80 |
| **4/25/2018** | 66 | 75 |
| **4/26/2018** | 71 | 79 |
| **4/27/2018** | 72 | 79 |
| **4/28/2018** | 0 | 0 |
| **4/29/2018** | 0 | 0 |
| **4/30/2018** | 73 | 81 |
| | 0 | 0 |
| | **1500** | **1665** |
| | 1500 | 1665 |

SAMPLE REPORT: PROVIDED FOR SOUTH COMBINED & NORTH COMBINED

| South Combined<br>Date | Day | Regular Passengers | Ticket Passenger | Downey Transfer Rec'd | W/C Passengers | Access Services Passes | Free | Letter Passes | Total Passengers |
|---|---|---|---|---|---|---|---|---|---|
| 4/1/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/2/2018 | Monday | 17 | 0 | 5 | 0 | 12 | 1 | 0 | 35 |
| 4/3/2018 | Tuesday | 31 | 1 | 3 | 0 | 10 | 0 | 0 | 45 |
| 4/4/2018 | Wednesday | 7 | 0 | 0 | 0 | 0 | 1 | 0 | 8 |
| 4/5/2018 | Thursday | 21 | 0 | 2 | 0 | 6 | 0 | 0 | 29 |
| 4/6/2018 | Friday | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 18 |
| 4/7/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/8/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/9/2018 | Monday | 14 | 0 | 7 | 0 | 55 | 1 | 0 | 77 |
| 4/10/2018 | Tuesday | 17 | 0 | 11 | 0 | 63 | 0 | 0 | 91 |
| 4/11/2018 | Wednesday | 26 | 0 | 10 | 0 | 39 | 0 | 0 | 75 |
| 4/12/2018 | Thursday | 13 | 0 | 3 | 0 | 14 | 0 | 3 | 33 |
| 4/13/2018 | Friday | 23 | 1 | 9 | 2 | 11 | 0 | 0 | 46 |
| 4/14/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/15/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/16/2018 | Monday | 17 | 0 | 7 | 0 | 27 | 0 | 0 | 51 |
| 4/17/2018 | Tuesday | 24 | 0 | 7 | 2 | 42 | 0 | 10 | 85 |
| 4/18/2018 | Wednesday | 24 | 0 | 6 | 0 | 27 | 0 | 0 | 57 |
| 4/19/2018 | Thursday | 15 | 0 | 4 | 0 | 6 | 0 | 9 | 34 |
| 4/20/2018 | Friday | 18 | 0 | 8 | 1 | 40 | 0 | 0 | 67 |
| 4/21/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/22/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/23/2018 | Monday | 18 | 0 | 8 | 0 | 41 | 1 | 0 | 68 |
| 4/24/2018 | Tuesday | 17 | 2 | 8 | 2 | 38 | 0 | 0 | 67 |
| 4/25/2018 | Wednesday | 22 | 1 | 7 | 0 | 48 | 0 | 0 | 78 |
| 4/26/2018 | Thursday | 19 | 1 | 2 | 0 | 9 | 0 | 5 | 36 |
| 4/27/2018 | Friday | 20 | 1 | 9 | 0 | 49 | 0 | 10 | 89 |
| 4/28/2018 | Saturday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/29/2018 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/30/2018 | Monday | 18 | 0 | 4 | 0 | 21 | 0 | 0 | 43 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

SAMPLE REPORT: PROVIDED FOR SOUTH COMBINED & NORTH COMBINED

| Date | Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|---|
| 4/1/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/2/2018 | 233616 | 233616 | 233655 | 233659 | 43 | 39 | 43 |
| 4/3/2018 | 233688 | 233688 | 233726 | 233730 | 42 | 38 | 42 |
| 4/4/2018 | 264122 | 264122 | 264159 | 264163 | 41 | 37 | 41 |
| 4/5/2018 | 264242 | 264242 | 264278 | 264282 | 40 | 36 | 40 |
| 4/6/2018 | 248285 | 248285 | 248321 | 248321 | 36 | 36 | 36 |
| 4/7/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/8/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/9/2018 | 264381 | 264381 | 264418 | 264423 | 42 | 37 | 42 |
| 4/10/2018 | 264477 | 264477 | 264513 | 264517 | 40 | 36 | 40 |
| 4/11/2018 | 264582 | 264582 | 264619 | 264619 | 37 | 37 | 37 |
| 4/12/2018 | 264671 | 264671 | 264706 | 264710 | 39 | 35 | 39 |
| 4/13/2018 | 264769 | 264769 | 264807 | 264811 | 42 | 38 | 42 |
| 4/14/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/15/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/16/2018 | 264865 | 264865 | 264903 | 264907 | 42 | 38 | 42 |
| 4/17/2018 | 264965 | 264965 | 265002 | 265002 | 37 | 37 | 37 |
| 4/18/2018 | 265059 | 265059 | 265096 | 265096 | 37 | 37 | 37 |
| 4/19/2018 | 221945 | 221948 | 221983 | 221987 | 42 | 35 | 42 |
| 4/20/2018 | 234535 | 234535 | 234574 | 234574 | 39 | 39 | 39 |
| 4/21/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/22/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/23/2018 | 222097 | 222097 | 222133 | 222133 | 36 | 36 | 36 |
| 4/24/2018 | 265327 | 265327 | 265364 | 265368 | 41 | 37 | 41 |
| 4/25/2018 | 265423 | 265423 | 265460 | 265460 | 37 | 37 | 37 |
| 4/26/2018 | 265512 | 265512 | 265547 | 265551 | 39 | 35 | 39 |
| 4/27/2018 | 249828 | 249828 | 249865 | 249865 | 37 | 37 | 37 |
| 4/28/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/29/2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4/30/2018 | 283557 | 283557 | 283593 | 283597 | 40 | 36 | 40 |
|  | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

SAMPLE REPORT: PROVIDED FOR SOUTH COMBINED & NOR

**Bus Exchange**

| Start Miles | First P/U Miles | Last D/O Miles | Close Miles | Actual Miles | Schedule Rev.Miles | Total Miles |
|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 247962 | 247966 | 247984 | 247984 | 22 | 18 | 22 |
| 282195 | 282199 | 282217 | 282217 | 22 | 18 | 22 |
| 248112 | 248116 | 248135 | 248135 | 23 | 19 | 23 |
| 248183 | 248187 | 248206 | 248206 | 23 | 19 | 23 |
| 248327 | 248327 | 248339 | 248339 | 12 | 12 | 12 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 248423 | 248427 | 248446 | 248446 | 23 | 19 | 23 |
| 248523 | 248528 | 248546 | 248546 | 23 | 18 | 23 |
| 248625 | 248629 | 248647 | 248647 | 22 | 18 | 22 |
| 248725 | 248730 | 248748 | 248748 | 23 | 18 | 23 |
| 282798 | 282802 | 282820 | 282820 | 22 | 18 | 22 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 248904 | 248908 | 248927 | 248927 | 23 | 19 | 23 |
| 221795 | 221799 | 221817 | 221817 | 22 | 18 | 22 |
| 249117 | 249117 | 249141 | 249141 | 24 | 24 | 24 |
| 283123 | 283127 | 283145 | 283145 | 22 | 18 | 22 |
| 249317 | 249322 | 249340 | 249340 | 23 | 18 | 23 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 249418 | 249422 | 249441 | 249441 | 23 | 19 | 23 |
| 222216 | 222220 | 222238 | 222238 | 22 | 18 | 22 |
| 249622 | 249626 | 249644 | 249644 | 22 | 18 | 22 |
| 249722 | 249726 | 249745 | 249745 | 23 | 19 | 23 |
| 265606 | 265610 | 265628 | 265628 | 22 | 18 | 22 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 249962 | 249966 | 249985 | 249985 | 23 | 19 | 23 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| Date | Day | 1230 | 1232 | 1233 | 1234 | 1235 | 1236 | |
|---|---|---|---|---|---|---|---|---|
| **4/1/2018** | Sunday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/2/2018** | Monday | 40.0 | 27.4 | 28.5 | 0.0 | 49.0 | 34.0 | |
| **4/3/2018** | Tuesday | 36.0 | 30.0 | 50.4 | 26.0 | 61.0 | 29.0 | |
| **4/4/2018** | Wednesday | 40.0 | 0.0 | 13.0 | 50.0 | 54.0 | 37.0 | |
| **4/5/2018** | Thursday | 37.0 | 57.0 | 34.0 | 30.3 | 10.0 | 34.0 | |
| **4/6/2018** | Friday | 34.0 | 35.0 | 28.0 | 27.0 | 0.0 | 51.0 | |
| **4/7/2018** | Saturday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/8/2018** | Sunday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/9/2018** | Monday | 40.0 | 27.0 | 40.0 | 41.0 | 60.0 | 28.0 | |
| **4/10/2018** | Tuesday | 41.0 | 21.0 | 36.1 | 47.0 | 64.0 | 43.0 | |
| **4/11/2018** | Wednesday | 39.0 | 38.0 | 47.0 | 34.5 | 46.0 | 45.6 | |
| **4/12/2018** | Thursday | 41.0 | 23.0 | 33.0 | 41.0 | 57.0 | 41.0 | |
| **4/13/2018** | Friday | 39.0 | 0.0 | 49.0 | 40.0 | 57.0 | 34.0 | |
| **4/14/2018** | Saturday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/15/2018** | Sunday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/16/2018** | Monday | 30.0 | 36.0 | 34.0 | 40.0 | 54.0 | 43.0 | |
| **4/17/2018** | Tuesday | 30.0 | 33.0 | 34.0 | 38.0 | 60.0 | 39.0 | |
| **4/18/2018** | Wednesday | 31.0 | 40.0 | 36.0 | 38.0 | 40.0 | 44.0 | |
| **4/19/2018** | Thursday | 47.0 | 23.0 | 41.0 | 24.0 | 56.0 | 36.0 | |
| **4/20/2018** | Friday | 18.0 | 42.0 | 39.0 | 43.1 | 52.0 | 45.0 | |
| **4/21/2018** | Saturday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/22/2018** | Sunday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/23/2018** | Monday | 51.0 | 43.0 | 25.0 | 20.0 | 40.0 | 42.0 | |
| **4/24/2018** | Tuesday | 42.0 | 26.0 | 40.0 | 40.0 | 57.0 | 43.0 | |
| **4/25/2018** | Wednesday | 47.0 | 37.0 | 27.0 | 38.0 | 54.0 | 45.0 | |
| **4/26/2018** | Thursday | 30.0 | 38.0 | 0.0 | 42.1 | 42.0 | 58.0 | |
| **4/27/2018** | Friday | 26.0 | 25.0 | 39.0 | 43.0 | 54.0 | 54.1 | |
| **4/28/2018** | Saturday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/29/2018** | Sunday | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **4/30/2018** | Monday | 27.0 | 36.0 | 44.0 | 22.0 | 54.0 | 48.0 | |
| | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| | **GRAND TOTALS** | **766.0** | **637.4** | **718.0** | **725.0** | **1021.0** | **873.7** | 4741.1 |

# Certificate of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 503-943-6621 **FAX (A/C, No):** 503-943-6622
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| **INSURER A :** ACE American Insurance Company | 22667 |
| **INSURER B :** Gemini Insurance Company | 10833 |
| **INSURER C :** ACE Property and Casualty Insurance Company | 20699 |
| **INSURER D :** Indemnity Insurance Company of North America | 43575 |
| **INSURER E :** ACE Fire Underwriters Insurance Company | 20702 |
| **INSURER F :** | |

**INSURED**
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

**COVERAGES** **CERTIFICATE NUMBER:** LGSYMLDM **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | [X] **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>[ ]<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | HDO G27874800 | 02/01/2018 | 02/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ | 5,000,000<br>100,000<br><br>5,000,000<br>5,000,000<br>5,000,000<br> |
| A | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>[X] Excess of SIR | | | XSA H25155270 | 02/01/2018 | 02/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ | 2,000,000<br><br><br><br> |
| B<br>C | [ ] **UMBRELLA LIAB** [X] OCCUR<br>[X] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | GVE100144803<br>G4686119A 001 | 02/01/2018 | 02/01/2019 | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ | 5,000,000<br>5,000,000<br> |
| A<br>D<br>E | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N / A | | WLR C64626139 (AOS)<br>WLR C64626140 (AZ, MA)<br>WCU C64626164 (CA, OH, WA)<br>SCF C64626152 (WI) | 02/01/2018 | 02/01/2019 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ | <br>1,000,000<br>1,000,000<br>1,000,000 |
| | | | | | | | | $<br>$<br>$<br>$<br>$ | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

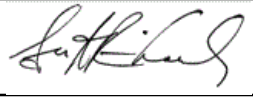
**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**




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**The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| **PRODUCER**<br>McGriff, Seibels & Williams of Oregon | **INSURED**<br>MV Transportation, Inc. and subsidiaries |
| **POLICY NUMBER** | |
| **CARRIER** / **NAIC CODE** | **ISSUE DATE:** 07/03/2018 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** _____ **FORM TITLE:** _____

CRIME
Insurance Company: Beazley Insurance Company, Inc.
Policy #: V2335B180101
Policy Period: 05/30/2018 - 05/30/2019
Limit (Per Claim): Employee Theft - $1,000,000



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CERTIFICATE NUMBER: LGSYMLDM

# Addenda

**ADDENDUM NO. 1**

**RFP #201718-10**
**Management and Operation**
**of City of Madera Transit Services**

Dated: 06/14/2018

Rosa Hernandez

Issued by: Rosa Hernandez, Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Section I. INSTRUCTIONS AND CONDITIONS - Paragraph #1 is amended as follows:

No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Proposers shall send five (5) copies of the completed proposals which will include; four (4) bound and one (1) unbound copies with one copy of this RFP attached to the unbound copy, and with appropriate responses included.

Section VI. PROPOSAL REQUIREMENTS AND EVALUATION FACTORS - Paragraph #2 is amended as follows:

Proposals shall be submitted in a package marked with the Proposer's name, address, RFP title, RFP number and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING". One (1) copy shall contain all original signatures and be marked "ORIGINAL". Proposer shall also submit one (1) electronic copy (thumb drive) in PDF format and four (4) hard copies of their proposal marked "COPY" for a total of five (5) printed copies and one (1) electronic copy.

*Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760*

**End of Addendum No. 1.**

**ADDENDUM NO. 2**

**RFP #201718-10**
**Management and Operation**
**of City of Madera Transit Services**

Dated: 07/02/2018

Rosa Hernandez

Issued by: Rosa Hernandez, Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Exhibit 6. Pro Forma Agreement – Page 69, Section d, 2nd sentence is amended to:

Exterior of all vehicles shall be washed a minimum of twice a week, but at such frequency as may be required to maintain a clean, inviting appearance.

Exhibit 6. Pro Forma Agreement – Page 71, Section 35 is amended as follows:

CONTRACTOR shall be responsible for the operation of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for managing the video surveillance data stored on CITY owned server. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

Exhibit 6. Pro Forma Agreement – Page 66, Section 17, last paragraph is deleted.

*Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760*

**End of Addendum No. 2.**

**ADDENDUM NO. 3**

**RFP #201718-10**
**Management and Operation**
**of City of Madera Transit Services**

Dated: 07/03/2018

Rosa Hernandez

Issued by: Rosa Hernandez, Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Submission deadline has been extended from July 9th, 2018 to August 8, 2018.

Section IX. Proposed RFP Schedule - Page 33 is amended as follows:

| **Date** | **Task** |
|---|---|
| May 30, 2018 (Wednesday) | RFP released |
| June 11, 2018 (Monday) | Non-mandatory Pre-Proposal Conference at 205 West Fourth St., Madera, California, City Hall Council Chambers at 11:00 A.M. |
| June 25, 2018 (Monday) | Final day to submit questions in writing. |
| August 8, 2018 (Wednesday) | Proposals due to City by 3:00 P.M., PDT with non-public opening |
| August 13, 2018 (week of) | As needed, interviews to be conducted |
| August 13, 2018 (Monday) | Notification of request for Best and Final Offers |
| August 29, 2018 (Wednesday) | BAFO due to City by 4:00 P.M., PDT |

| | |
|---|---|
| September 13, 2018 (Thursday) | Review Committee process completed |
| September 19, 2018 (Wednesday) | Notification of intent to award |
| October 3, 2018, 2018 (Wednesday) | Council agenda item to award |
| October 5, 2018 (Friday) | Execute award |
| October 8, 2018 (Monday) | Turnover procedures initiated and audit conducted (as needed) |
| November 1, 2018 | Service begins |

*Note: All scheduled dates in the RFP will adhere to the updated schedule as amended in Addendum #3.

Exhibit 6. Pro Forma Contract - Page 75, Section 5.a.2 is amended as follows:

"Vehicle Service Hours" (called Vehicle Revenue Hours FTA) for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding all deadhead time to and from the yard, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any deadhead time either to or from the yard; driver exchange periods (not a part of layover/recovery time); fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

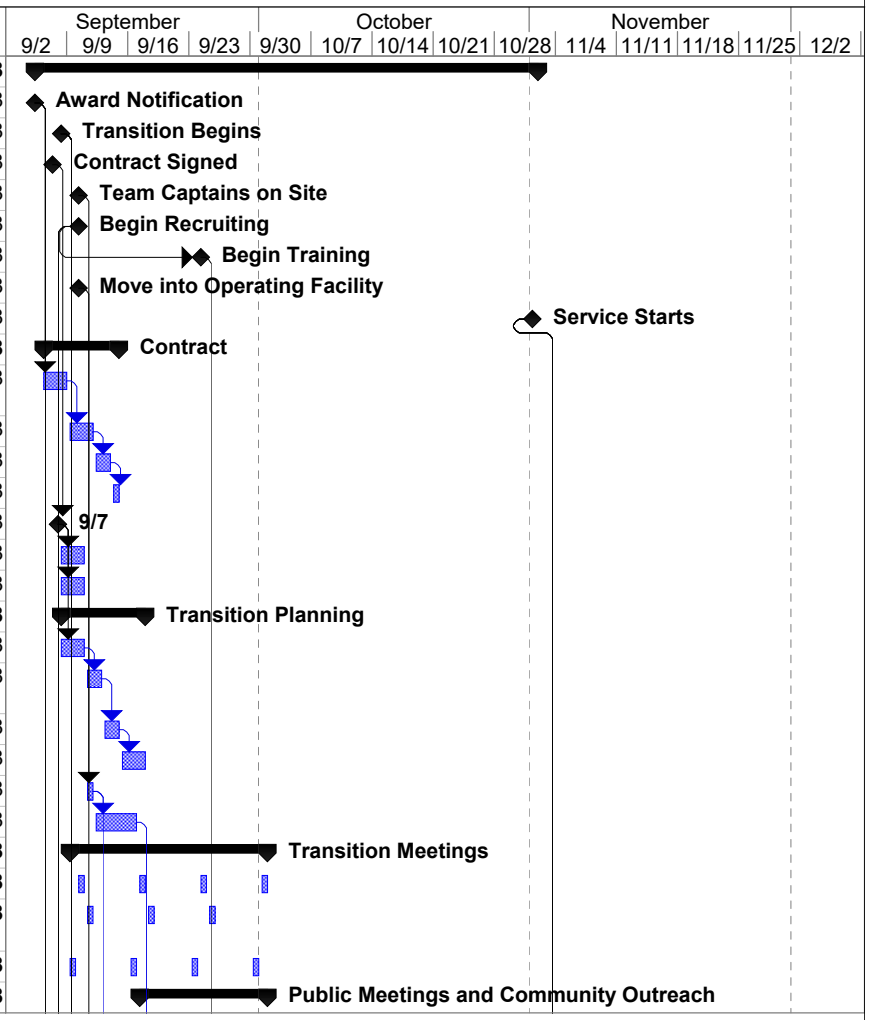
*Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760*

**End of Addendum No. 3.**

# Time Schedule

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Key dates** | **58 days** | **Wed 9/5/18** | **Thu 11/1/18** |
| 2 | Award Notification | 1 day | Wed 9/5/18 | Wed 9/5/18 |
| 3 | Transition Begins | 1 day | Sat 9/8/18 | Sat 9/8/18 |
| 4 | Contract Signed | 1 day | Fri 9/7/18 | Fri 9/7/18 |
| 5 | Team Captains on Site | 1 day | Mon 9/10/18 | Mon 9/10/18 |
| 6 | Begin Recruiting | 1 day | Mon 9/10/18 | Mon 9/10/18 |
| 7 | Begin Training | 1 day | Mon 9/24/18 | Mon 9/24/18 |
| 8 | Move into Operating Facility | 1 day | Mon 9/10/18 | Mon 9/10/18 |
| 9 | Service Starts | 1 day | Thu 11/1/18 | Thu 11/1/18 |
| 10 | **Contract** | **9 days** | **Thu 9/6/18** | **Fri 9/14/18** |
| 11 | City of Madera to provide Draft Contract | 3 days | Thu 9/6/18 | Sat 9/8/18 |
| 12 | Negotiate Terms | 3 days | Sun 9/9/18 | Tue 9/11/18 |
| 13 | Present Final Draft | 2 days | Wed 9/12/18 | Thu 9/13/18 |
| 14 | Confirm Penalties/Bonuses | 1 day | Fri 9/14/18 | Fri 9/14/18 |
| 15 | Contract Signing | 0 days | Fri 9/7/18 | Fri 9/7/18 |
| 16 | Obtain Countersigned Contracts | 3 days | Sat 9/8/18 | Mon 9/10/18 |
| 17 | Obtain & Provide Insurance Certificates | 3 days | Sat 9/8/18 | Mon 9/10/18 |
| 18 | **Transition Planning** | **10 days** | **Sat 9/8/18** | **Mon 9/17/18** |
| 19 | Develop Transition Plan | 3 days | Sat 9/8/18 | Mon 9/10/18 |
| 20 | Discuss Transition Plan with City of Madera | 2 days | Tue 9/11/18 | Wed 9/12/18 |
| 21 | Discuss Transitional Offices/Equipment | 2 days | Thu 9/13/18 | Fri 9/14/18 |
| 22 | Transition Office Available | 3 days | Sat 9/15/18 | Mon 9/17/18 |
| 23 | Transition Team Captains on Site | 1 day | Tue 9/11/18 | Tue 9/11/18 |
| 24 | Transition Staff on Site | 5 days | Wed 9/12/18 | Sun 9/16/18 |
| 25 | **Transition Meetings** | **23 days** | **Sun 9/9/18** | **Mon 10/1/18** |
| 26 | **Weekly Team Transition Meetings** | **22 days** | **Mon 9/10/18** | **Mon 10/1/18** |
| 31 | **Weekly meetings with City of Madera** | **15 days** | **Tue 9/11/18** | **Tue 9/25/18** |
| 35 | **Passenger Transition Committee** | **22 days** | **Sun 9/9/18** | **Sun 9/30/18** |
| 40 | **Public Meetings and Community Outreach** | **15 days** | **Mon 9/17/18** | **Mon 10/1/18** |

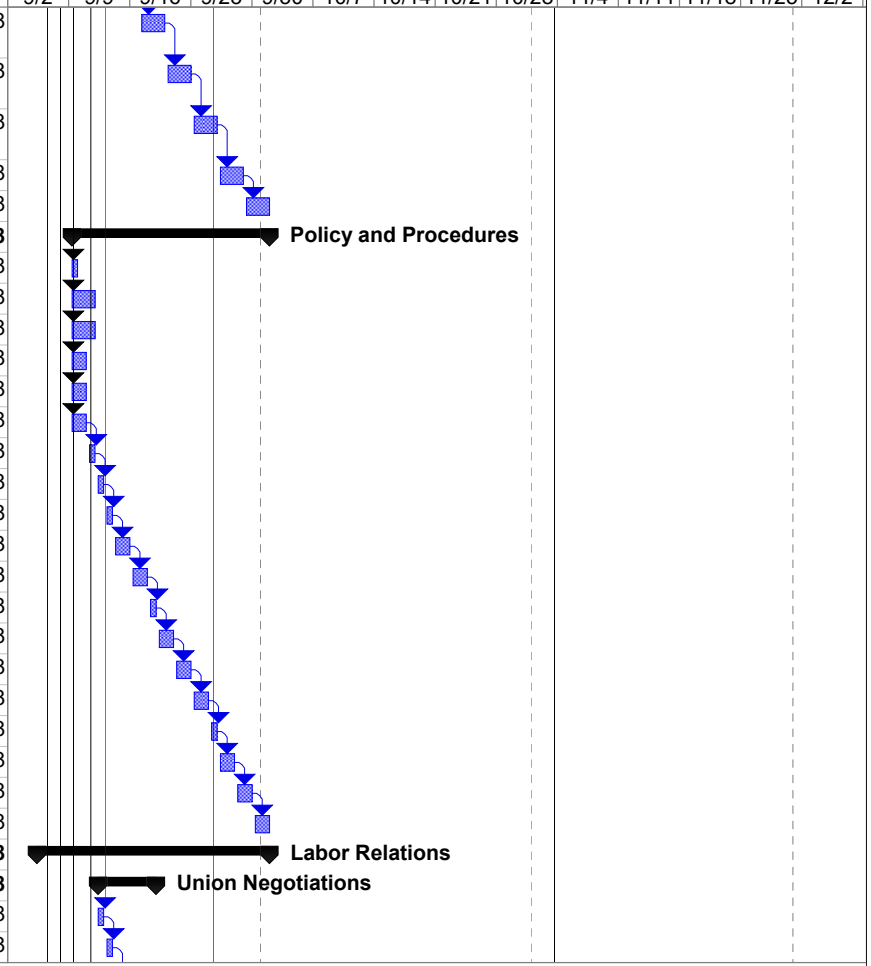



Project: Startup plan template
Date: Mon 8/6/18

| | | | |
|---|---|---|---|
| Task | Inactive Task | Manual Summary | |
| Split | Inactive Task | Start-only | |
| Milestone | Inactive Milestone | Finish-only | |
| Summary | Inactive Summary | Progress | |
| Project Summary | Manual Task | Deadline | |
| External Tasks | Duration-only | | |
| External Milestone | Manual Summary Rollup | | |

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 41 | Obtain List of Public Meetings Required to Attend | 3 days | Mon 9/17/18 | Wed 9/19/18 |
| 42 | Discuss City of Madera Notification Protocol | 3 days | Thu 9/20/18 | Sat 9/22/18 |
| 43 | Develop City of Madera Contact Protocol | 3 days | Sun 9/23/18 | Tue 9/25/18 |
| 44 | Develop MV Staff Contact Protocol | 3 days | Wed 9/26/18 | Fri 9/28/18 |
| 45 | MV/CLIENT to Produce Hand-Out & Mailer | 3 days | Sat 9/29/18 | Mon 10/1/18 |
| 46 | **Policy and Procedures** | **23 days** | **Sun 9/9/18** | **Mon 10/1/18** |
| 47 | Post Legal Posters | 1 day | Sun 9/9/18 | Sun 9/9/18 |
| 48 | Establish Job Descriptions | 3 days | Sun 9/9/18 | Tue 9/11/18 |
| 49 | Establish Minimum Hiring Criteria | 3 days | Sun 9/9/18 | Tue 9/11/18 |
| 50 | Develop Confidentiality Procedures | 2 days | Sun 9/9/18 | Mon 9/10/18 |
| 51 | Order Employee Handbooks | 2 days | Sun 9/9/18 | Mon 9/10/18 |
| 52 | Order Training Books | 2 days | Sun 9/9/18 | Mon 9/10/18 |
| 53 | Establish Complaint Investigation Procedure | 1 day | Tue 9/11/18 | Tue 9/11/18 |
| 54 | Develop Securement Guidelines for Manual | 1 day | Wed 9/12/18 | Wed 9/12/18 |
| 55 | Develop Road Call Procedures | 1 day | Thu 9/13/18 | Thu 9/13/18 |
| 56 | Review Accident Procedures | 2 days | Fri 9/14/18 | Sat 9/15/18 |
| 57 | Implement Attendance Tracking System | 2 days | Sun 9/16/18 | Mon 9/17/18 |
| 58 | Develop Extra Board (Office Staff) Procedures | 1 day | Tue 9/18/18 | Tue 9/18/18 |
| 59 | Develop Pull-Out Inspection Log | 2 days | Wed 9/19/18 | Thu 9/20/18 |
| 60 | Establish Contract Compliance Audit Systems | 2 days | Fri 9/21/18 | Sat 9/22/18 |
| 61 | Develop Road-Check Form | 2 days | Sun 9/23/18 | Mon 9/24/18 |
| 62 | Customize SSEPP & SSPP | 1 day | Tue 9/25/18 | Tue 9/25/18 |
| 63 | Confirm ID Badge Requirements | 2 days | Wed 9/26/18 | Thu 9/27/18 |
| 64 | Confirm Uniform Requirements | 2 days | Fri 9/28/18 | Sat 9/29/18 |
| 65 | Establish Uniform Policy | 2 days | Sun 9/30/18 | Mon 10/1/18 |
| 66 | **Labor Relations** | **27 days** | **Wed 9/5/18** | **Mon 10/1/18** |
| 67 | **Union Negotiations** | **7 days** | **Wed 9/12/18** | **Tue 9/18/18** |
| 68 | Meet with Union Leadership | 1 day | Wed 9/12/18 | Wed 9/12/18 |
| 69 | Establish Negotiation Meetings | 1 day | Thu 9/13/18 | Thu 9/13/18 |

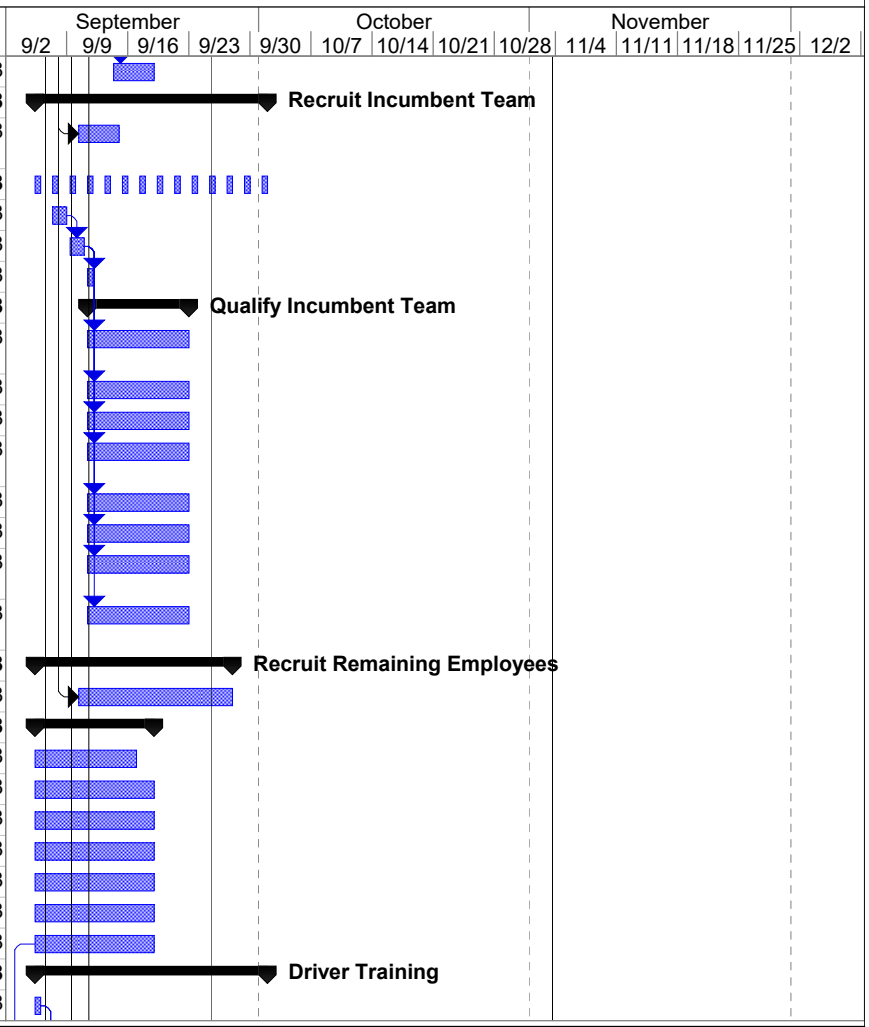



Project: Startup plan template
Date: Mon 8/6/18

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Task | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | Progress | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | | |
| External Milestone | | Manual Summary Rollup | | | |

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 70 | Negotiate CBA | 5 days | Fri 9/14/18 | Tue 9/18/18 |
| 71 | **Recruit Incumbent Team** | **27 days** | **Wed 9/5/18** | **Mon 10/1/18** |
| 72 | Develop Presentation Package for Existing Employees | 5 days | Mon 9/10/18 | Fri 9/14/18 |
| 73 | **Employee Meetings** | **27 days** | **Wed 9/5/18** | **Mon 10/1/18** |
| 88 | Obtain List of Employee Mailing Addresses | 2 days | Fri 9/7/18 | Sat 9/8/18 |
| 89 | Obtain Seniority List(s) | 2 days | Sun 9/9/18 | Mon 9/10/18 |
| 90 | Develop Employee Roster to Track Job Offers | 1 day | Tue 9/11/18 | Tue 9/11/18 |
| 91 | **Qualify Incumbent Team** | **12 days** | **Tue 9/11/18** | **Sat 9/22/18** |
| 92 | Obtain Applications from Existing Personnel | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 93 | Obtain MVR's for Current Employees | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 94 | Obtain CLIENT Reference Checks | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 95 | Order Criminal Record Checks for Current Employees | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 96 | Perform D&A Testing | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 97 | Interview for New Employees & Staff | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 98 | Obtain Training Docs from Existing Employer | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 99 | Make Offer to All Existing Employees Meeting Min. Req. | 12 days | Tue 9/11/18 | Sat 9/22/18 |
| 100 | **Recruit Remaining Employees** | **23 days** | **Wed 9/5/18** | **Thu 9/27/18** |
| 101 | Place Recruitment Ads | 18 days | Mon 9/10/18 | Thu 9/27/18 |
| 102 | **Qualify New Hires** | **14 days** | **Wed 9/5/18** | **Tue 9/18/18** |
| 103 | Obtain Applications from New Personnel | 12 days | Wed 9/5/18 | Sun 9/16/18 |
| 104 | Interview for New Employees & Staff | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 105 | Obtain MVR's for New Employees | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 106 | Obtain Reference Checks | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 107 | Order Criminal Record Checks for New Hires | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 108 | Perform D&A Testing | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 109 | Make Offers to New Employees | 14 days | Wed 9/5/18 | Tue 9/18/18 |
| 110 | **Driver Training** | **27 days** | **Wed 9/5/18** | **Mon 10/1/18** |
| 111 | Resolve BTW Training/Vehicle Availability | 1 day | Wed 9/5/18 | Wed 9/5/18 |

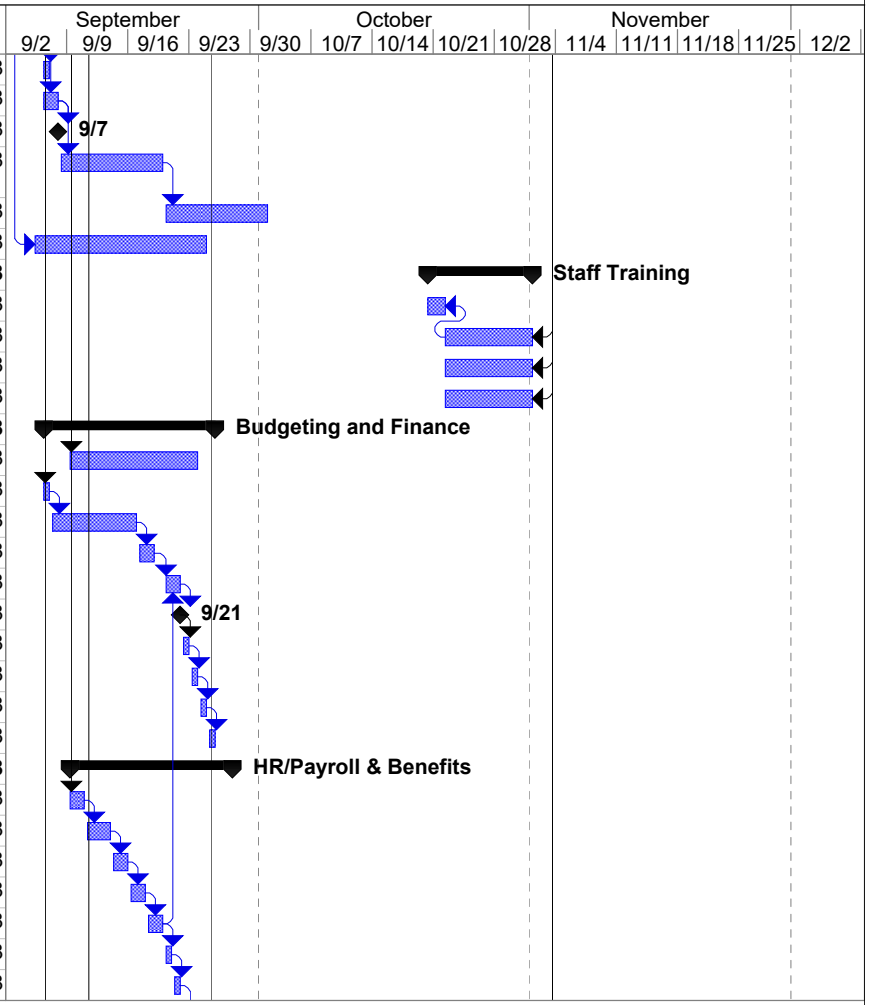



Project: Startup plan template
Date: Mon 8/6/18

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Task | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | Progress | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | | |
| External Milestone | | Manual Summary Rollup | | | |

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 112 | Training Vehicles On-Site | 1 day | Thu 9/6/18 | Thu 9/6/18 |
| 113 | Trainers On-Site | 2 days | Thu 9/6/18 | Fri 9/7/18 |
| 114 | Publish Driver Training Schedules | 0 days | Fri 9/7/18 | Fri 9/7/18 |
| 115 | Incumbent Driver Training - In Service Observation | 12 days | Sat 9/8/18 | Wed 9/19/18 |
| 116 | Incumbent Driver Training - Orientation/Clasroom | 12 days | Thu 9/20/18 | Mon 10/1/18 |
| 117 | New Driver Training | 20 days | Wed 9/5/18 | Mon 9/24/18 |
| 118 | **Staff Training** | **12 days** | **Sat 10/20/18** | **Thu 11/1/18** |
| 119 | Publish Staff Training Schedules | 2 days | Sat 10/20/18 | Mon 10/22/18 |
| 120 | Incumbent Staff Training - In Service Observation | 10 days | Mon 10/22/18 | Thu 11/1/18 |
| 121 | Incumbent Staff Training - Orientation/Clasroom | 10 days | Mon 10/22/18 | Thu 11/1/18 |
| 122 | New Staff Training | 10 days | Mon 10/22/18 | Thu 11/1/18 |
| 123 | **Budgeting and Finance** | **20 days** | **Thu 9/6/18** | **Tue 9/25/18** |
| 124 | Review and Monitor Start-Up Budget | 15 days | Sun 9/9/18 | Sun 9/23/18 |
| 125 | Verify State Taxes | 1 day | Thu 9/6/18 | Thu 9/6/18 |
| 126 | Identify Local DBEs | 10 days | Fri 9/7/18 | Sun 9/16/18 |
| 127 | Review Billing Issues | 2 days | Mon 9/17/18 | Tue 9/18/18 |
| 128 | Prepare and Review Budget | 2 days | Thu 9/20/18 | Fri 9/21/18 |
| 129 | Cash Box/Safe/Bank Deposit | 0 days | Fri 9/21/18 | Fri 9/21/18 |
| 130 | Confirm Insurance Certificates | 1 day | Sat 9/22/18 | Sat 9/22/18 |
| 131 | Establish Workers Comp Program | 1 day | Sun 9/23/18 | Sun 9/23/18 |
| 132 | Confirm Claims Protocols | 1 day | Mon 9/24/18 | Mon 9/24/18 |
| 133 | Schedule Routine Audits of Accounting Systems | 1 day | Tue 9/25/18 | Tue 9/25/18 |
| 134 | **HR/Payroll & Benefits** | **19 days** | **Sun 9/9/18** | **Thu 9/27/18** |
| 135 | Set up Division in Lawson | 2 days | Sun 9/9/18 | Mon 9/10/18 |
| 136 | Establish TripEdit Payroll Link | 3 days | Tue 9/11/18 | Thu 9/13/18 |
| 137 | Test All Accounting System Programs | 2 days | Fri 9/14/18 | Sat 9/15/18 |
| 138 | Establish Payroll Protocols/Systems | 2 days | Sun 9/16/18 | Mon 9/17/18 |
| 139 | Test Payroll Link to TripEdit | 2 days | Tue 9/18/18 | Wed 9/19/18 |
| 140 | Identify Payroll and Benefits Corporate Liasion | 1 day | Thu 9/20/18 | Thu 9/20/18 |
| 141 | Establish Wage Scales | 1 day | Fri 9/21/18 | Fri 9/21/18 |

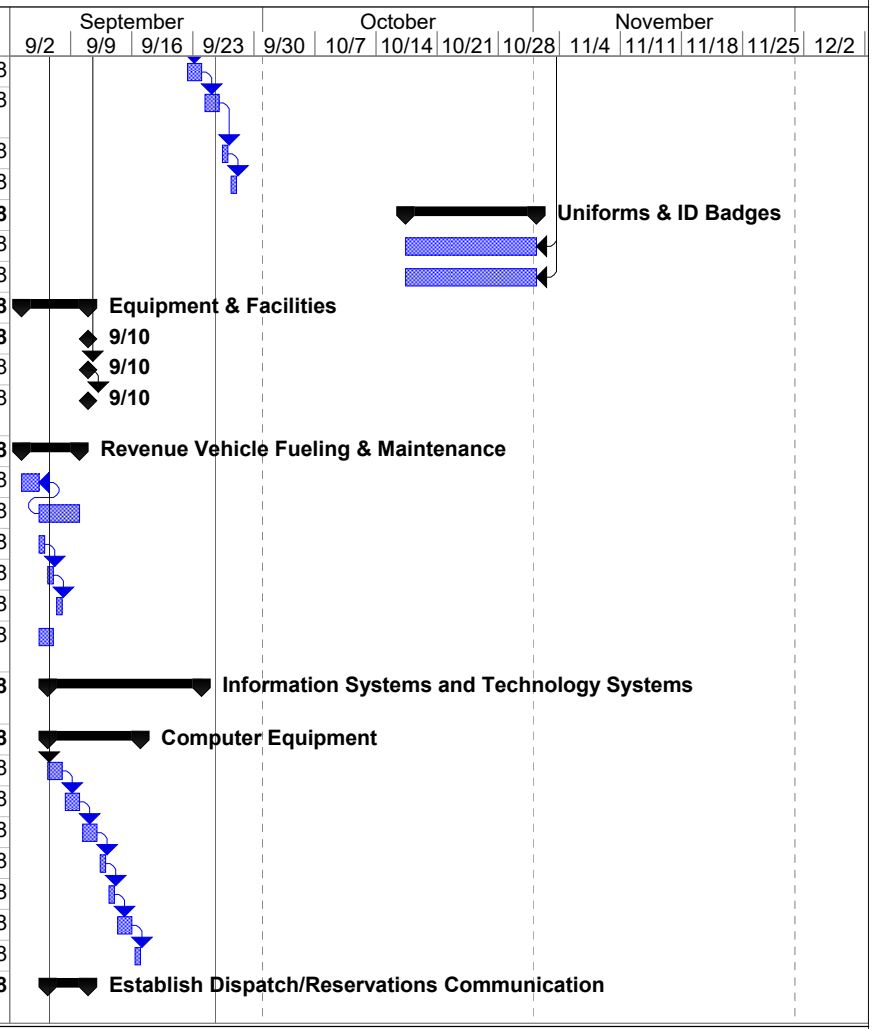



Project: Startup plan template
Date: Mon 8/6/18

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Task | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | Progress | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | | |
| External Milestone | | Manual Summary Rollup | | | |

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 142 | Establish Benefits Package | 2 days | Sat 9/22/18 | Sun 9/23/18 |
| 143 | Establish Benefits Roll-Over for Existing Personnel | 2 days | Mon 9/24/18 | Tue 9/25/18 |
| 144 | Establish Vacation Accrual System | 1 day | Wed 9/26/18 | Wed 9/26/18 |
| 145 | Review Workers Comp Process | 1 day | Thu 9/27/18 | Thu 9/27/18 |
| 146 | **Uniforms & ID Badges** | **15 days** | **Wed 10/17/18** | **Thu 11/1/18** |
| 147 | Order New Uniforms | 15 days | Wed 10/17/18 | Thu 11/1/18 |
| 148 | Produce and Issue ID Badges | 15 days | Wed 10/17/18 | Thu 11/1/18 |
| 149 | **Equipment & Facilities** | **8 days** | **Mon 9/3/18** | **Mon 9/10/18** |
| 150 | **Facility** | **0 days** | **Mon 9/10/18** | **Mon 9/10/18** |
| 151 | Move Into New Facility | 0 days | Mon 9/10/18 | Mon 9/10/18 |
| 152 | Procure any neccessary Office Furniture not provided | 1 day | Mon 9/10/18 | Mon 9/10/18 |
| 153 | **Revenue Vehicle Fueling & Maintenance** | **7 days** | **Mon 9/3/18** | **Sun 9/9/18** |
| 154 | Schedule Vehicle & Equipment Inventory | 2 days | Mon 9/3/18 | Wed 9/5/18 |
| 155 | Develop Vehicle Transition Schedule | 5 days | Wed 9/5/18 | Sun 9/9/18 |
| 156 | Enter Mileage Data for Fleet | 1 day | Wed 9/5/18 | Wed 9/5/18 |
| 157 | Ensure new VIN's Provided to Legal | 1 day | Thu 9/6/18 | Thu 9/6/18 |
| 158 | Confirm Vehicle Deployment Plan | 1 day | Fri 9/7/18 | Fri 9/7/18 |
| 159 | Review Communications System Needs | 2 days | Wed 9/5/18 | Thu 9/6/18 |
| 160 | **Information Systems and Technology Systems** | **18 days** | **Thu 9/6/18** | **Sun 9/23/18** |
| 161 | **Computer Equipment** | **11 days** | **Thu 9/6/18** | **Sun 9/16/18** |
| 162 | Confirm Specifications on Hardware | 2 days | Thu 9/6/18 | Fri 9/7/18 |
| 163 | Procure Hardware | 2 days | Sat 9/8/18 | Sun 9/9/18 |
| 164 | Install and Set Up all Equipment | 2 days | Mon 9/10/18 | Tue 9/11/18 |
| 165 | Connect to MV Network | 1 day | Wed 9/12/18 | Wed 9/12/18 |
| 166 | Confirm Communications Methods | 1 day | Thu 9/13/18 | Thu 9/13/18 |
| 167 | Train Staff | 2 days | Fri 9/14/18 | Sat 9/15/18 |
| 168 | Procure Any Additional Equipment Needed | 1 day | Sun 9/16/18 | Sun 9/16/18 |
| 169 | **Establish Dispatch/Reservations Communication** | **5 days** | **Thu 9/6/18** | **Mon 9/10/18** |

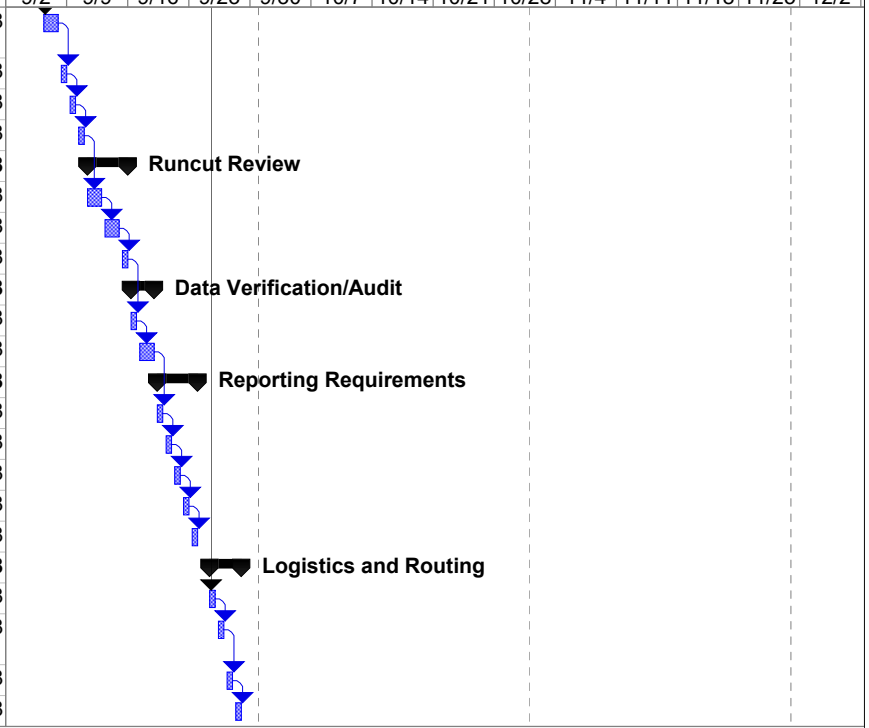



Project: Startup plan template
Date: Mon 8/6/18

| | | | |
|---|---|---|---|
| Task | Inactive Task | Manual Summary | |
| Split | Inactive Task | Start-only | |
| Milestone | Inactive Milestone | Finish-only | |
| Summary | Inactive Summary | Progress | |
| Project Summary | Manual Task | Deadline | |
| External Tasks | Duration-only | | |
| External Milestone | Manual Summary Rollup | | |

# Draft Implementation Schedule
## City of Madera - Management and Operations of CIty of Madera Transit Division Services - RFP No. 201717-10

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 170 | Develop Communication Protocol Between Departments | 2 days | Thu 9/6/18 | Fri 9/7/18 |
| 171 | Establish On-Street Reporting System | 1 day | Sat 9/8/18 | Sat 9/8/18 |
| 172 | Ensure Standard Back-Up Protocols In Place | 1 day | Sun 9/9/18 | Sun 9/9/18 |
| 173 | Test Back-Up Procedures | 1 day | Mon 9/10/18 | Mon 9/10/18 |
| 174 | **Runcut Review** | **5 days** | **Tue 9/11/18** | **Sat 9/15/18** |
| 175 | Obtain Current paddles | 2 days | Tue 9/11/18 | Wed 9/12/18 |
| 176 | Review for Complete Data Content | 2 days | Thu 9/13/18 | Fri 9/14/18 |
| 177 | Review Need for Changes | 1 day | Sat 9/15/18 | Sat 9/15/18 |
| 178 | **Data Verification/Audit** | **3 days** | **Sun 9/16/18** | **Tue 9/18/18** |
| 179 | Establish Daily Record Keeping Protocol | 1 day | Sun 9/16/18 | Sun 9/16/18 |
| 180 | Execute Data Verification Analysis | 2 days | Mon 9/17/18 | Tue 9/18/18 |
| 181 | **Reporting Requirements** | **5 days** | **Wed 9/19/18** | **Sun 9/23/18** |
| 182 | Clarify NTD Reporting Needs | 1 day | Wed 9/19/18 | Wed 9/19/18 |
| 183 | Define Monthly Report Requirements | 1 day | Thu 9/20/18 | Thu 9/20/18 |
| 184 | Review On-Time Reporting Calculations | 1 day | Fri 9/21/18 | Fri 9/21/18 |
| 185 | Review Report Due Dates | 1 day | Sat 9/22/18 | Sat 9/22/18 |
| 186 | Establish Daily/Monthly Invoice Systems | 1 day | Sun 9/23/18 | Sun 9/23/18 |
| 187 | **Logistics and Routing** | **4 days** | **Tue 9/25/18** | **Fri 9/28/18** |
| 188 | Obtain Estimated Daily Work Schedule | 1 day | Tue 9/25/18 | Tue 9/25/18 |
| 189 | Develop Procedures for Notifying Employees of Schedules | 1 day | Wed 9/26/18 | Wed 9/26/18 |
| 190 | Draft Staffing Requirements/Schedule | 1 day | Thu 9/27/18 | Thu 9/27/18 |
| 191 | Conduct Final Dry Run Meetings | 1 day | Fri 9/28/18 | Fri 9/28/18 |




Project: Startup plan template
Date: Mon 8/6/18

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Task | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | Progress | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | | |
| External Milestone | | Manual Summary Rollup | | | |

# Tab 4: Productivity Commitment

# Tab 4: Productivity Commitment

**Proposers shall provide productivity commitments that will be binding for the duration of the Contract term. Following are the two (2) areas that MTD requires a commitment:**

**1) Productive/Revenue Hours Worked per Vehicle Operator**

**2) DAR Revenue Passengers per Revenue Hour**

## 1) Productive/Revenue Hours Worked per Vehicle Operator

MV anticipates 1,562 productive hours per vehicle operator on an annual basis.

## 2) DAR Revenue Passengers per Revenue Hour

MV understands that the current DAR Revenue Passengers per Revenue Hour is 2.8, based on information provided as part of the procurement, and, if selected, will meet, if not exceed this number. Additionally, should the City elect to purchase the OneMV solution option described in Tab 3 Section 6.a. *Strategies for Enhancing Service Quality and Reducing Cost*, this software adds real-time scheduling and optimization to the DAR system and will improve MTD's productivity.

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# Tab 5: Training, Safety, and Regulatory

# Tab 5: Training, Safety, and Regulatory Compliance

## 17. Training and Retraining Program

**17. Training and Retraining Program: Proposals shall include a description of the Contractor's most current employee training program and schedule and shall explain how replacement personnel are to be trained due to turnover without detriment to MAX and Dial-A-Ride service or quality of training. A copy of the proposed Training Plan as outlined in Exhibit 6: Pro Forma Contract Section 12 Driver Training Program must be included and clearly marked in the Proposal.**

## Professional Operator Training Program



MV uses a state-of-the-art training program that our safety and training team developed in partnership with AVATAR fleet. This program uses an adult-based learning platform and is designed to transform new hires into professional operators.

The program is modular based, meaning we can substitute or add in parts of the training that apply specifically to the service we are providing and the passengers we serve. Moreover, the individual modules can be easily repurposed in retraining and refresher sessions throughout an employee's career.

The company is constantly working with its teams to refine this training; most recently in 2017, MV worked with AVATAR to refresh the training to meet the changing needs of our industry. This resulted in additional training areas to ensure a best-in-class workforce.

The program combines training in the classroom and on-board the bus, and includes bus orientation, driving observation, closed course, and in-service practice. Throughout the training sessions, trainees are quizzed and tested to ensure they have a strong grasp of the concepts taught before moving forward. Interactive, comprehensive, and safety-focused, this training has produced an exceptional workforce in MV's locations across the country.

## Overview of Training Components

MV trains operators for both fixed route and paratransit services. Again, since the training is modular, cross-trained operators can easily receive additional training in both modes of transport. The overall hours of training provided for each service mode are as follows:

| Component | Fixed Route Hours |
|---|---|
| Classroom | 20.33 |
| Pre-Driving Skills | 4.50 |
| Observation | 36.00 |
| Behind the Wheel | 31.50 |
| Cadetting | 16.00 |
| **Total** | **108.33** |

Each training component has a purpose and contributes to building a professional operator. Individually, these sessions provide the education and training needed to drive professionally. Together, they provide the right foundation for a safe, tenured professional operator.

- **Classroom Training:** Classroom training is instructor-led. Trainees receive education using a combination of video, lectures, and interactive discussions. These concepts taught are reinforced with a written study guide. The topics addressed in classroom training include but are not limited to defensive driving principles, hazardous communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Each module ends with a test, and when classroom training is completed, trainees take a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher to proceed to the next phase of training. Additional ADA training is provided in the classroom session.

- **Pre-Driving Skills:** Pre-driving training occurs on the vehicle. During this training, the trainees are familiarized with the vehicle and its size and spacing. They have a chance to sit in the operator's seat and learn about the various on-board controls, mirrors, and any on-board technology.



- **Observation Training:** During the observation portion of training, students observe a certified trainer operate the vehicle. This provides insight into how they must handle the vehicle and how proper vehicle handling impacts the passenger experience. The trainer comments throughout the observation training, explaining to the trainees what he or she is doing.

- **Behind the Wheel (BTW) Training:** The behind the wheel (BTW) training portion of training affords the trainee the opportunity to master what they have learned in the classroom and on board the bus, to hone their driving skills. This training starts on a closed course, then moves on to the road. Behind the wheel training confirms the trainee possesses the skills necessary to ensure the safe on-road operation of the vehicle. All trainees must demonstrate mastery of 26 specific defensive driving and performance skills before graduation. During these sessions, trainees are introduced to major trip generators, such as transit centers, adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

- **Cadet Training:** After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators operate the vehicle and all on-board technology in service and interact with the passengers on a practical level. During cadet training, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented. *MV recognizes that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.*

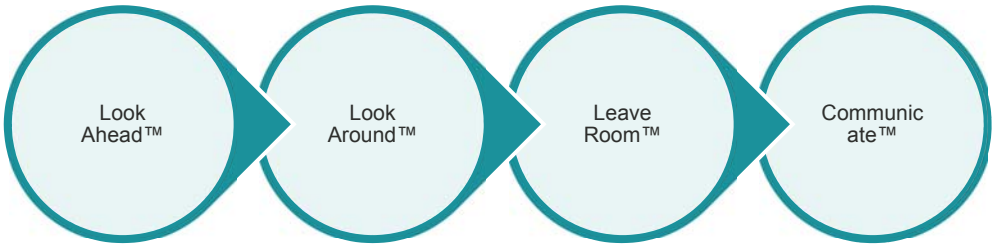
- **Post-Training Checks:** To confirm the effectiveness of our training program, we check each new operator's performance at 45, 60, and 90 days post-training.

## Foundation of our Program

Like our operations, our training is based on a foundation of safety and customer focus. Driving principles echoed throughout the learning process focus on safety, preventability, customer care, and outstanding service.

### *LLLC Defensive Driving*

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals *The Four Driving Principles to Safety*™:




LLLC is predicated on the concept that all accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. Whether an operator's action or inaction contributed to the collision, the collision is preventable. LLLC teaches our operators to drive to prevent collisions, by looking ahead, looking around, leaving room and communicating.

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving and effectively interact with others on the road to prevent collisions.

These principles are reinforced throughout MV's training program and provide trainees with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### *Passenger Assistance*

MV places a strong focus on passenger sensitivity and assistance. This training starts with educating our trainees in the various disabilities that our passengers may have – and the diverse set of mobility devices they may use. Professional and compassionate assistance is core to our commitment to both safety and customer service.

During operator training, we tailor our passenger assistance session to the service we provide; however, all training emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers with equity and respect.

All operators are trained in the safe and careful boarding and securement of people using various mobility aids. This provides a realistic understanding of the time and attention required of this process.



Our training sessions include interactive sessions with trainees to foster an experiential understanding of navigating the system with a disability. This includes having trainees board the bus using a mobility device, or with their eyes closed. We also invite representatives from the community, local advocacy groups, and care facilities to speak to our trainees during the classroom sessions. Here, trainees can ask questions and learn more about the various experiences of our passengers.

At the end of this training, operators must become certified in mobility device securement. This certification is administered annually to ensure the ongoing safety of our passengers.

### *Customer Service and Sensitivity Training*

While customer service and sensitivity are reinforced throughout the entire training experience, MV dedicates four hours of focused customer service training. Developed by MV's learning and development team with input and feedback from our top general managers, Platinum Connection Customer Service (PCCS) teaches trainees how to professionally and empathetically connect with passengers.

The program uses the acronym ACE to remind trainees of the strategies to achieve excellence in customer care:

- Awareness (self-awareness, awareness of customer expectations)
- Choice (communication – verbal and non-verbal, conflict management)
- Empathy (putting yourself in someone else's shoes)

PCSS program teaches employees how to make passenger-centric, solution-focused choices with a focus on personal responsibility. This interactive program uses video examples of customer service situations to guide participant discussion, and facilitator-led activities to enable participants to practice their customer service skills. Throughout the operator's career, PCCS is refreshed during safety meetings to keep customer service at the forefront of all actions.

# Training Schedule

## *New Transit Operator Development Syllabus*

| WEEK ONE | | |
|---|---|---|
| DAY 1 | | **6.84 Hours** |
| CLS | 40 | Welcome to MV Transportation |
| CLS | 15 | The Katherine McClary Story |
| CLS | 60 | Employee Handbook |
| CLS | 20 | The MV Transportation Professional |
| CLS | 20 | Hazards Communication |
| CLS | 60 | Drugs and Alcohol Policies and Procedures |
| CLS | 30 | Introduction to the Bus |
| CLS | 60 | Pre-Trip, Post-Trip Inspections, Air Brakes |
| CLS | 30 | Mirrors and Reference Points |
| CLS | 45 | The Basics of Safety |
| CLS | 30 | LLLC – Defensive driving |
| DAY 2 | | **6.58 Hours** |
| CLS | 15 | DriveCam |
| CLS | 20 | Intersections |
| CLS | 30 | Following Distance |
| CLS | 20 | Backing Basics |
| CLS | 25 | Fatigue Management |
| CLS | 30 | Changing Lanes, Merging and Passing |
| CLS | 20 | Railroad Crossings |
| CLS | 25 | Pedestrians and Bicyclists |
| CLS | 30 | Federal Regulations |
| CLS | 15 | Wellness |
| CLS | 15 | Whistle Blower |
| CLS | 25 | Sexual Harassment |
| CLS | 20 | Bloodborne Pathogens |
| CLS | 30 | On the Road |
| CLS | 45 | Special Conditions |
| CLS | 30 | Accident and Emergency Procedures |
| DAY 3 | | **6.91 Hours** |
| CLS | 240 | Platinum Connection Customer Service Training |
| CLS | 15 | Introduction to ADA |
| CLS | 30 | ADA Sensitivity |
| CLS | 45 | Lift Operations/Securement |
| CLS | 25 | Warning Signs |
| CLS | 30 | Map Reading |
| CLS | 30 | Mastery Test |
| DAY 4 | | **8.0 Hours** |
| PDS | 60 | Pre-Trip and Post-Trip Inspections |
| PDS | 30 | Mirrors and Reference Points |
| OBS | 60 | Pre-Trip and Post-Trip Inspections |
| OBS | 30 | Mirrors and Reference Points |
| BTW | 180 | Closed Course |

| | | |
|---|---|---|
| OBS | 180 | Closed Course |
| DAY 5 | | **8.0 Hours** |
| PDS | 45 | Pre-Trip and Post-Trip Inspections |
| PDS | 15 | Mirrors and Reference Points |
| OBS | 45 | Pre-Trip and Post-Trip Inspections |
| OBS | 15 | Mirrors and Reference Points |
| BTW | 180 | Closed Course |
| OBS | 180 | Closed Course |

| WEEK TWO | | |
|---|---|---|
| DAY 6 | | **6.0 Hours** |
| PDS | 60 | Pre-Trip and Post-Trip Inspections |
| OBS | 60 | Pre-Trip and Post-Trip Inspections |
| BTW | 120 | On-the-road, subjects above, Safe Driving |
| OBS | 120 | On-the-road, subjects above, Safe Driving |
| DAY 7 | | **6.0 Hours** |
| PDS | 30 | Lift Operations |
| PDS | 30 | Securement Systems |
| OBS | 30 | Lift Operations |
| OBS | 30 | Securement Systems |
| BTW | 120 | On-the-road, subjects above, safe driving |
| OBS | 120 | On-the-road, subjects above, safe driving |
| DAY 8 | | **7.0 Hours** |
| BTW | 228 | On-the-road, Safe Driving Skills |
| OBS | 228 | On-the-road, Safe Driving Skills |
| DAY 9 | | **7.0 Hours** |
| BTW | 228 | On-the-road, Safe Driving Skills, & Routes |
| OBS | 228 | On-the-road, Safe Driving Skills, & Routes |
| DAY 10 | | **7.0 Hours** |
| BTW | 228 | On-the-road, Safe Driving & Routes |
| OBS | 228 | On-the-road, Safe Driving & Routes |
| WEEK THREE | | |
| DAY 11 | | **7.0 Hours** |
| BTW | 228 | On-the-road, Paddles, & Farebox |
| OBS | 228 | On-the-road, Paddles, & Farebox |
| DAY 12 | | **7.0 Hours** |
| | | **7.0 Hours** |
| BTW | 228 | On-the-road, Paddles, & Farebox |
| OBS | 228 | On-the-road, Paddles, & Farebox |
| DAY 13 | | **7.0 Hours** |
| BTW | 120 | On-the-road, BTW Review |
| OBS | 120 | On-the-road, BTW Review |
| BTW | 60 | On-the-road, BTW Review |
| OBS | 60 | On-the-road, BTW Review |
| DAY 14 | | **8.0 Hours** |
| CDT | 480 | |
| DAY 15 | | **8.0 Hours** |

| | | |
|---|---|---|
| CDT | 420 | Cadet driving with passengers |
| CDT | 60 | Final Driving Evaluations |
| 45 AND 75 DAY REVIEW | | |
| DAY 45 OF SERVICE | | |
| 60 | | On-the-road, Ride Check |
| DAY 75 OF SERVICE | | |
| 60 | | On-the-road, Ride Check |

| TOTAL HOURS | | | | | |
|---|---|---|---|---|---|
| Key | | **Week 1** | **Week 2** | **Week 3** | **Course Total** |
| CLS | **Classroom** | 20.33 | 0.0 | 0.0 | 20.33 |
| PDS | **Pre-Driving Skills** | 2.5 | 2.0 | 0.0 | 4.5 |
| OBS | **Observation** | 8.25 | 17.4 | 10.6 | 36.0 |
| BTW | **Behind the Wheel** | | | | 31.5 |
| CDT | **Cadetting** | | | | 16.0 |
| TOTAL | | | | | **108.33** |

# Ongoing/Refresher Training

## Vehicle Operators

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of an operators' employment:

| Type of Retraining | When it is Provided | Length of Training | Description of Training |
|---|---|---|---|
| **Return to Work (after 30 days or more of inactive status)** | Required when an operator returns from "inactive" status (from a period of 30 days or more). | 8 hours | This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity. |
| **Post-Accident / for cause** | Required for any driver who has received a "preventable" rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating. | Varies based on the operator's ability to perform the appropriate tasks to standard. | Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all the required tasks to standard before being allowed back to driving duties. |
| **Seasonal Refreshers** | These refreshers are conducted in preparation of operations during | Varies based on location and topics. | The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions. |

| Type of Retraining | When it is Provided | Length of Training | Description of Training |
|---|---|---|---|
| | certain periods of the year, typically in the fall. | | |
| **Biannually** | At a minimum of every two years | 8 hours | This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity. |

### Support Personnel

In addition to the 12 hours per year for monthly safety meetings, monthly departmental meetings are held where relevant topics are discussed. Customer service, efficient reporting, best uses of provided technology, etc. are discussed providing an additional 12 hours of retraining per year.

### Supervisory Personnel

In addition to the 12 hours per year for monthly safety meetings, operations team meetings are held to discuss refreshers on reasonable suspicion, accident response, customer service, etc. This provides an additional eight (8) hours of retraining per year.

### Replacement Personnel Training

Training for replacement personnel will be performed locally by MV's regional director of training, Jermaine Johnson.

## 18. Safety Program

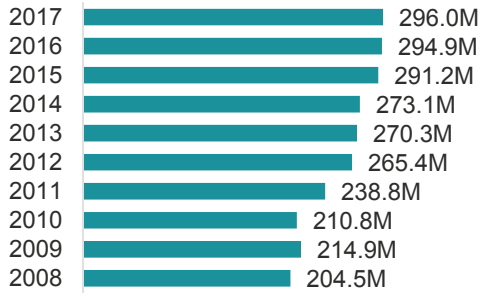
**18. Safety Program: Proposals shall include (1) a description of the Proposer's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations, including a bus operator evaluation program; and (2) a description of the Proposer's safety record over the past five (5) years, in statistical form if possible, including a description of the Contractor's vehicle accident record, an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.**

**Proposals also shall include a copy of the Contractor's Safety and Injury Prevention Plan (Senate Bill 198) as mandated by the State of California.**

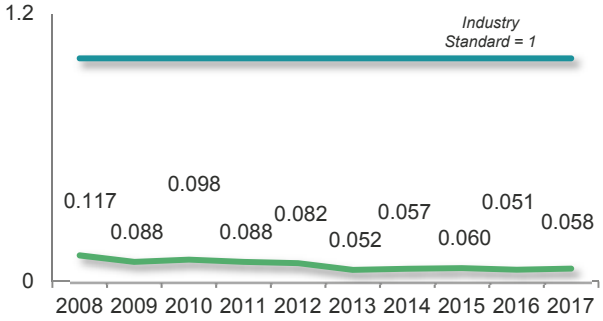
# Safety and Security Program

In 2017, MV operated approximately 296,000,000 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – our company provides passenger transportation service in some of the most challenging operating environments. We have maintained stellar safety performance – with a 2017 accident frequency rating of just 0.058 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven




MV Preventable Accident Frequency*




*Based on NTD reportable thresholds*

MV's safety and security program is built upon five core tenets of safe service operation:

- People perform their jobs well when they are motivated
- We must constantly remind our team of the importance of safety
- Providing opportunities for employee development improve safety performance
- Safety is enhanced with on-board monitoring systems
- Safety policies and procedures establish the framework from where our safety program will flourish.

## Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. We tie this critical component of our operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring our team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's Madera team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **"DriveCam Event-Free" contest:** All operators participate in this monthly pool. A vehicle operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company's service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a preventable incident are eligible to win prizes including televisions and mobile devices.

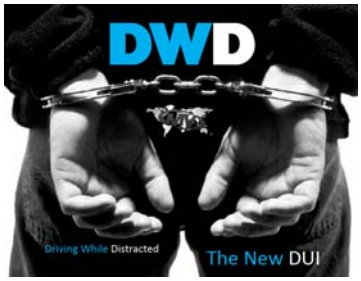
In addition, each MV location participates in company-wide programs:

- **$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a $200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes our finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** Our local Madera management team will host safety blitzes and/or other employee events to promote safety messages.

# Safety Awareness

## Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.










## Safety Board

We will provide a safety board in the operator break room. These monitors display audience-tailored content throughout the day, delivering safety messages, timely information, performance data, and import notifications from the City.




| Corporate Information | Location Safety Scoreboard | Live Information | Call Center Information |
|---|---|---|---|
| • Daily Safety Message<br>• CEO Messages<br>• Company & Client Directives<br>• Monthly Required Safety Meeting Topics | • Location Identifier<br>• Accidents Month to Date<br>• Days Without a Preventable Accident<br>• Days Without a Work-Related Injury<br>• Safety Meeting Dates & Times | • DriveCam Clips<br>• Current Weather<br>• Breaking News<br>• Live Traffic Map<br>• Live Tweets | • OTP Statistics<br>• Employee of the Month |

## Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All our Madera employees must attend this hour-long meeting each month.

We hold multiple meetings to accommodate operator and staff schedules.

All safety meeting agendas are issued by our central safety team and address various safety-related topics. Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below).

Every MV location receives a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

| *2018* | *Fleet Safety Topic* | *Injury Prevention Topic* | *Monthly Task* |
|---|---|---|---|
| **January** | Defensive Driving | Slips/Falls | Facility Inspection Complete OSHA log 2018 |
| **February** | Intersections and Pedestrians | Bloodborne Pathogen (operator edition) | Facility Inspection Post-2018 OSHA 300A Summary |
| **March** | Right Turns and Pedestrians | HAZCOM/ Lock Out–Tag Out | Facility Inspection OSHA log review |
| **April** | Left Turns and Pedestrians | Emergency Vehicle Evacuation | Facility Inspection |
| **May** | Following Distance | Heat Stress | Facility Inspection. Remove OSHA 300A Summary |
| **June** | Fixed Objects | Back Safety Using Wheelchair Securement | Facility Inspection National Safety Month |
| **July** | Mobility Device Securement | Ergonomics | Facility Inspection Wheelchair Re-certifications Due |
| **August** | Customer Service & ADA Sensitivity Announcements | Fatigue Management / Wellness | Facility Inspection OSHA Log Review |
| **September** | Pedestrians and Cyclists | Injury and Illness Prevention Program (IIPP) | Facility Inspection/ Review and Update - Facility Emergency Action Plan (Safety Policy #21) |
| **October** | Distracted Driving | Fire Safety / Fire Extinguisher Training | Facility Inspection |
| **November** | Adverse Weather | Emergency Action Plan / Fire Drill | Facility Inspection |
| **December** | Defensive Driving and Recap | 11 Month Review | Facility Inspection OSHA Log Review |

# Certifications and Employee Development

## Wheelchair Certification and Recertification

All our City of Madera operators and road supervisors will obtain their Wheelchair Recertification annually to ensure safety for all riders. The certification process includes mastery of the following elements as well as an appropriate demeanor – using care and compassion when working with riders with disabilities. To obtain recertification, operators must demonstrate the following procedures:

- Understand local, state, and federal laws as well as mandates and guidelines that apply to wheelchair use as mobile seating;

- Conduct wheelchair safety checks;
- Confirm tie-down systems are in good condition;
- Use a belt cutter for emergency evacuations;
- Load and unload riders in wheelchairs;
- Position wheelchairs on the lift platform;
- Operate the lift both automatically and manually;
- Secure wheelchairs using tie-down systems;
- Care for and maintain securement systems;
- Communicate clearly; and
- Exemplify excellent customer service skills.

## LLLC Certification

As described in above in Section 17. *Training and Retraining Program*, our defensive driving program, the Triple L-C, teaches professionals *The Four Driving Principles to Safety*™: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

Within this program, we provide the LLLC Defensive Driving™ Instructor Certification, a three-tier certification process (silver, gold, platinum) that certifies trainers for a period of two years. The training promotes succession; silver-level trainees must complete MV's new operator development course, the Trainer Certification Process, and the Advanced BTW Instructor Course. Gold-level trainees must complete the two-day certification process, comprising class-based and in-vehicle training. Finally, platinum status is achieved when a gold-level trainee completes a two-day certification in Avatar Master Instructor.

## Behind the Wheel Certification

MV knows that operational safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – we require that all BTW trainers

are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80 percent to progress to the next step
- Certification Exam Part 2: 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80 percent to progress to the next step
- BTW Ride Along Evaluation

# On-Board Monitoring Systems

## DriveCam and Mobileye

MV proposes the installation of DriveCam and Mobileye on every service vehicle. The systems, when used together to monitor and support the safety of our operations, are proven to reduce incidents and improve operator safety.

### *DriveCam*

DriveCam's DC3P Video Event Recorder is used to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provides MV's management team the information needed to enhance training.

The DriveCam VER is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button the operator can push (in the event of an on-board incident, a passenger altercation, etc.)

When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety.

The DriveCam Video Event Recorder includes the following features:




- Onboard Posted Speed Database: Captures posted speed events
- Real-Time In-Cab Feedback: Engages operators in less risky and more efficient driving
- Risk Predict® Technology: Accurately identifies risk, allowing MV to focus on risky driving and avoid sorting through "non-events"
- Collision Video Recording: In case of a collision, the video event recorder captures an unbiased, factual record of the event
- Camera storage: 4GB memory stores more than 250 events
- Telematics: Using GPS, the video event recorder captures location, speed, and heading information of recorded events with links to online navigation and mapping services, i.e., Google Earth™ or Bing™ Maps
- Hotspot Mapping: Displays clustering of events around particular road hazards – and is included in the cost of the program. Additional location-based services enable route mapping, vehicle tracking, and mileage and exception reporting for location-based risk modeling and driving pattern analysis
- Operator-Activated Event Recording (panic button): Gives operators the control to capture events that occur when they happen

- Events are stored on a web-based portal for a 90-day period. Afterward, all events are archived to in-house servers for historical data retention

### *Mobileye® Collision Avoidance System*

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.

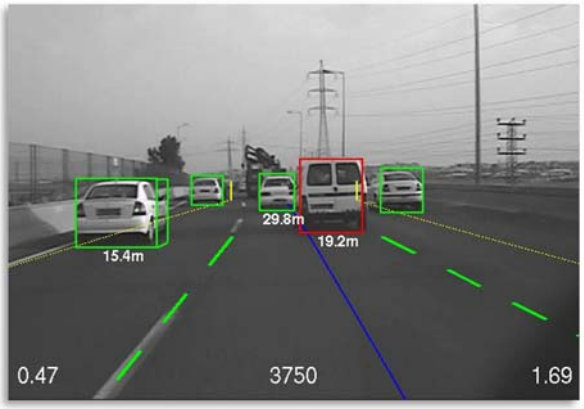
Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear-end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory and haptic (shaking seat) warning when the following events occur:




- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit

This warning signals the operator to apply the brakes to avoid collisions.




The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching.

This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, it will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

## Safety Record

MV is proud of its outstanding safety record. Although the company operates in some of the most challenging urban environments in the nation, it has maintained an outstanding record of safety. Overall company statistics for preventable accidents meeting NTD thresholds over the past five (5) years are shown in the table below.

Please see MV's OSHA information following this section/in the appendix of this proposal.

| *Year* | *Mileage* | *Preventable Incident rate per 100,000 miles driven (NTD Thresholds)* |
|---|---|---|
| **2013** | 270,295,372 | 0.052 |
| **2014** | 273,071,896 | 0.057 |
| **2015** | 291,223,048 | 0.060 |
| **2016** | 294,909,786 | 0.053 |
| **2017** | 292,131,478 | 0.058 |

# Safety Policy and Procedures

## Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. Our company safety manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, we issue documented safety guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines outline expectations regarding facility safety and upkeep.

MV has specific plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. As required, MV has included our safety programs and plans in the appendix of this proposal. The programs required for Training, Safety, and Regularity Compliance can be located within the attachments as identified in the following table.

| *Training, Safety, and Regulatory Compliance Requirement* | *Attachment* |
|---|---|
| Employee Safety Plan | *System Safety Program Plan (SSPP)*<br>*System Security and Emergency Preparedness Plan (SSEPP)* |
| Hazardous Materials and Waste Management Plans | *System Safety Program Plan (SSPP)*<br>*System Security and Emergency Preparedness Plan (SSEPP)* |

| *Training, Safety, and Regulatory Compliance Requirement* | *Attachment* |
|---|---|
| Emergency Management and Evacuation Plans for the Facilities the Contractor Shall Occupy | *Facility Emergency Action Plan*<br>*System Security and Emergency Preparedness Plan (SSEPP)*<br>*Continuity of Operations Plan* |
| Emergency Management and Evacuation Plans for the Vehicles the Contractor Shall Operate | *System Security and Emergency Preparedness Plan (SSEPP)*<br>*Continuity of Operations Plan* |
| Accident & Incident Investigation Procedures and Reporting Procedures | *Safety Culture Guide for MV Transportation, Inc.* |
| Comprehensive Training Plan for all Crafts and Employees | *MV Operator Guide**<br>*Emergency Action Plan (EAP)*<br>*Multimode Services Training Guide*<br>*Simpli User Guide* |
| Personal Electronic Device (PED) Procedures | *Safety Policy for Cell Phones/Mobile Communication Devices* |
| Operational Rule Book | *MV Employee Handbook*** |
| Efficiency Testing Plan | This requirement is for Bus Manufacturers and related to MAP 21 (moving ahead for Progress in the 21st century act) which includes the testing of emissions, structural integrity, noise, safety and performance. As such, this does not apply. |
| Internal Safety Audit Procedure (FTA MAP21 Compliant) | *Monthly Facility Inspection Form*<br>*ASM Safety Training Audit Form* |
| Plan Outlining Safety Meetings and Hazard Management/Risk Mitigation | *Safety Culture Guide for MV Transportation, Inc.*<br>*System Security and Emergency Preparedness Plan (SSEPP)*<br>*System Safety Program Plan (SSPP)* |
| Security Action Plan | *System Security and Emergency Preparedness Plan (SSEPP)* |
| Contractor's Safety and Injury Prevention Plan | *Illness and Injury Prevention Plan (IIPP)*<br>*System Safety Program Plan (SSPP)* |

**The training guide in its entirety is available upon request.*

***The Employee Handbook is provided in the binder pocket.*

## Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18-month period, or receipt of three (3) separate safety point assessments within a rolling 12-month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. DriveCam incidents will be assessed points based on severity; all others are assessed as follows:

| | |
|---|---|
| **1 Point** | Failure to cycle wheelchair lift<br>Failure to do a proper vehicle inspection (DVI)<br>Driver unbelted or improperly belted when legally required<br>Failure to stop at a Railroad Crossing |
| **2 Points** | Unsafe maneuver(s) or act(s)<br>Conviction of a minor traffic violation |
| **3 Points** | Backing incident or collision<br>Rear-end collision<br>Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift |
| **4 Points** | Preventable incident and/or collision up to $15,000 in injuries or property damage |
| **5 Points** | Preventable incident or collision up to $20,000 in injuries and/or property damage |
| **6 Points** | Preventable incident or collision in excess of $20,000 in injuries and/or property damage<br>Any preventable roll-away incident or collision regardless of damage amount<br>Failure to properly secure/transport a mobility device<br>Failure to properly secure/transport a paratransit passenger<br>Failure to immediately report a citation or incident in a Vehicle while in Company service<br>Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment<br>Any use of a cellular telephone or electronic device while operating a vehicle in Company Service<br>Conviction of a major traffic violation * |

*(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.*

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# OSHA Safety Report

# OSHA Violations Resulting in Fines

Of the few OSHA alleged violations, nearly all were settled and/or dismissed; fines were imposed in the following complaints:

| # | Division | Address | Violation Number | Violation | Violation Type | Violation Date | Violation Location | Proposed Penalty | Settlement Amount |
|---|---|---|---|---|---|---|---|---|---|
| 41 | Brooklyn | 1786 Dean Street | 315275107 | Settlement-Defects in a circuit panel box and frayed electrical in MV's Shop. | | 2/24/2011 | | | $7,100.00 |
| 190 | Reno | 2050 Villanova Drive | 316068188 | 29 CFR 1910.134(c ) (1) Establish a written respiratory protection program, require employee to wear respirator when using chemical glues. | Other | 1/20/2012 | | $4,500.00 | $2,250.00 |
| 190 | Reno | 2050 Villanova Drive | 316068188 | 29 CFR 1910.151)(c ) The eyes or body exposed to any corrosive materials require respirator access to the employee. | Serious | 1/20/2012 | Shop | $4,500.00 | $2,250.00 |
| 190 | Reno | 2050 Villanova Drive | 316068188 | 29 CFR 1910.1200(e)(1) The employer did not develop or implement a written hazard communication program. | Serious | 1/20/2012 | Training | $3,600.00 | $1,800.00 |
| 190 | Reno | 2050 Villanova Drive | 316068188 | 29 CFR 1910.1030(h)(3)(i) The employer shall ensure all records required to be maintained, be made available upon request. Employee had exposure to blood and no records or BBP training record was available. | Other | 1/20/2012 | Records | None Proposed | $6,300.00 |
| 190 | Reno | 2050 Villanova Drive | 316068139 | 29 CFR 1910.23(c )(1) Every open-sided floor or platform 4 feet or more shall be guarded by a standard railing on all open sides. Employees performed maintenance duties on top of bus at a height of 10 feet. | Serious | 1/20/2012 | Shop | $4,500.00 | $2,250.00 |
| 190 | Reno | 2050 Villanova Drive | 316068139 | Nevada Revised Statute 618.383(1) The employer did not implement a written safety program within 90 days after is was established. | Regulatory | 1/20/2012 | Training | $900 | $630 |
| 125 | Arcadia | 5640 Peck Road Arcadia, CA 91006 | 313385460 | 3395(f)(1) Heat illness Prevention | General | 3/27/2012 | Training | $560.00 | |
| 92 | Elk Grove | 10250 Iron Rock Way #200 | 314575408 | T8 CCR355?, Hand and Portable Power Tools malfunction | General | 6/14/2012 | Shop | $420 | |
| 92 | Elk Grove | 10250 Iron Rock Way #200 | 314575408 | T8 CCR3202 Injury and illness prevention program, establish plan | Serious | 6/14/2012 | Training | $6,750.00 | |
| 109 | Beltsville | 6500 Ammendale Rd. | 316588425 | Employees not provided training according to 29 CFR 1910-1200(h)(1) | Serious | 6/18/2012 | Wash Bay | $700 | |
| 11 | Fairfield | 400 Gregory Street | 314332727 | T8CCR 3363(a) Potable water in adequate supply shall be provided in all places of employment for drinking and washing. | General | 10/24/2012 | | $5,000.00 | |
| 92 | Elk Grove | 10250 Iron Rock Way #200 | 11-R2D2-1563 | Settlement 3363(a) | | 11/5/2012 | | $560.00 | $280 |
| 224 | Irvine | 1628 Construction Circle W Irvine, CA 92806 | 317388973 | 342. Reporting Work connected fatalities and serious injuries. Employer did not report death. Driver suffered cardiac arrest resulting in death. | Regulatory | 8/15/2014 | | $5,000.00 | |

Attachment to Disclosure of Supplier Responsibility Statement Question #7

# OSHA Violations Resulting in Fines

Of the few OSHA alleged violations, nearly all were settled and/or dismissed; fines were imposed in the following complaints:

| # | Division | Address | Violation Number | Violation | Violation Type | Violation Date | Violation Location | Proposed Penalty | Settlement Amount |
|---|---|---|---|---|---|---|---|---|---|
| 61 | Raleigh | 1107 Trinity Road Raleigh, NC 27607 | 317836229 | 29 CFR 1904-32(a)(1): The employer did not review the OSHA 300 Log to verify that the entries were complete and accurate, and correct any deficiencies recorded | Non Serious | 8/22/2014 | | $800 | $600.00 |
| 224 | Irvine | 1628 Construction Circle W Irvine, CA 92806 | 1067272 | 8CCR 3203(a) Injury and Illness Prevention Program, establish plan | General | 9/8/2015 | Training | $185.00 | |
| 176 | Salem | 3141 Del Webb Ave NE | 317710582 | OAR 437-001-0765 The employer did not establish and administre an effective safety committee as defined by these rules | General | 1/13/2016 | Traning | $100.00 | $100.00 |
| 22 | Union City | 34650 7th Street Union City, CA 94587 | 1158490 | Employer did not ensure that flexible cords were repaired or replaced where the outer sheath is damaged such that conductor insulation or conductor is exposed | General | 11/2/2016 | | $420.00 | |
| 92 | 10250 Iron Rock Way, STE 200 Elk Grove ca 95624 | | 1204012 | T8 CCR3203 (a) (4) Injury and Illness Prevention (air drain tanks) | General | 2/27/2017 | | $450.00 | Penalty was reduced in a settlement proposel |

# Tab 6: Required Proposer Certifications

# Tab 6: Required Submittal Documents

## 19. Required Proposer Certifications

**19. Required Proposer Certifications: Each proposal shall include specific certifications that the Proposer is required to submit with their proposal as listed in Attachment B: Required Proposer Certifications and Submission Documents.**

MV's certifications as listed in Attachment B are included following this section.

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# Attachment B – Required Forms

# ATTACHMENT B
# Required Proposer Certifications

**Lobbying Certification**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, MV Transportation, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Amy Barry, Assistant Corporate Secretary
Name and Title of CONTRACTOR'S Authorized Official

July 20, 2018
Date

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Madera may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to City of Madera if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Madera for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Madera.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Madera may pursue available remedies including suspension and/or debarment.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

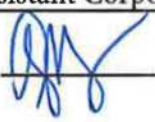
(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date July 20, 2018

Company Name MV Transportation, Inc.

Name Amy Barry

Title Assistant Corporate Secretary

Signature 

# Certification Disadvantaged Business Enterprise Program/Equal Employment Opportunity

Pursuant to the provisions of 49 CFR Part 26, a 13% DBE participation goal has been established for this project. All PROPOSERS are required to meet this goal or show a good faith effort towards meeting this goal.

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public Agreements Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: 0%

2. Names/Locations of DBEs contacted by CONTRACTOR:

Please see attached log.

3. Names/Locations of DBEs selected by CONTRACTOR:

Please see attached log.

4. CONTRACTOR'S workforce breakdown by race and gender. TOTAL EMPLOYEES as of 19,778 12/16/2017

| JOB CATEGORIES | EMPLOYEES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Male | | | | | Female | | | | |
| | Wht | Blk | Hsp | Asn | Nat | Wht | Blk | Hsp | Asn | Nat |
| Officials & Managers: | 261 | 105 | 83 | 13 | 6 | 104 | 88 | 72 | 10 | 1 |
| Professional: | 1 | 3 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| Technical: | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Office/Clerical: | 339 | 340 | 330 | 50 | 6 | 379 | 1084 | 1060 | 74 | 23 |
| Craftsmen: | 202 | 159 | 299 | 48 | 16 | 21 | 33 | 19 | 20 | 4 |
| Laborers: | 45 | 113 | 130 | 17 | 5 | 18 | 25 | 32 | 1 | 0 |
| Service: | 58 | 70 | 41 | 9 | 3 | 48 | 50 | 66 | 11 | 10 |

Note: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE _____ DATE July 20, 2018

TITLE Assistant Corporate Secretary COMPANY NAME MV Transportation, Inc.

CO= BG03503

U= BG03503

**EQUAL EMPLOYMENT OPPORTUNITY**

2017 EMPLOYER INFORMATION REPORT

CONSOLIDATED REPORT - TYPE 2

**SECTION B - COMPANY IDENTIFICATION**

1. MVTRANSPORTATION INC
2711 N. HASKELL AVE, SUITE 1500

DALLAS, TX 75204

2.a. MVTRANSPORTATION INC
2711 N. HASKELL AVE, SUITE 1500

DALLAS, TX 75204
DALLAS COUNTY

c. Y

**SECTION C - TEST FOR FILING REQUIREMENT**

1-Y 2-Y 3-Y DUNS NO.:104183132 EIN :942491705

**SECTION E - ESTABLISHMENT INFORMATION**

**SECTION D - EMPLOYMENT DATA**

| JOB CATEGORIES | HISPANIC OR LATINO | | NOT-HISPANIC OR LATINO | | | | | | | | | | | | OVERALL TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | ********** MALE ********** | | | | | | | | ********** FEMALE ********** | | | | | | |
| | MALE | FEMALE | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | |
| EXECUTIVE/SR OFFICIALS & MGRS | 8 | 3 | 67 | 12 | 0 | 2 | 1 | 2 | 24 | 12 | 0 | 0 | 0 | 0 | 131 |
| FIRST/MID OFFICIALS & MGRS | 75 | 69 | 194 | 93 | 6 | 11 | 1 | 15 | 80 | 76 | 1 | 10 | 0 | 11 | 642 |
| PROFESSIONALS | 0 | 0 | 1 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| TECHNICIANS | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| SALES WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ADMINISTRATIVE SUPPORT | 330 | 1060 | 339 | 340 | 6 | 50 | 4 | 39 | 379 | 1084 | 23 | 74 | 6 | 65 | 3799 |
| CRAFT WORKERS | 299 | 19 | 202 | 159 | 16 | 48 | 2 | 25 | 21 | 33 | 4 | 20 | 0 | 8 | 856 |
| OPERATIVES | 2163 | 1105 | 2274 | 3143 | 107 | 631 | 48 | 234 | 813 | 2757 | 38 | 74 | 16 | 149 | 13552 |
| LABORERS & HELPERS | 130 | 32 | 45 | 113 | 5 | 17 | 2 | 13 | 18 | 25 | 0 | 1 | 0 | 4 | 405 |
| SERVICE WORKERS | 41 | 66 | 58 | 70 | 3 | 9 | 1 | 7 | 48 | 50 | 10 | 11 | 1 | 10 | 385 |
| TOTAL | 3046 | 2354 | 3181 | 3934 | 145 | 768 | 59 | 335 | 1383 | 4037 | 76 | 190 | 23 | 247 | 19778 |
| PREVIOUS REPORT TOTAL | 2664 | 1928 | 2910 | 4085 | 110 | 794 | 40 | 241 | 1245 | 3828 | 73 | 141 | 35 | 211 | 18305 |

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 12/02/2017 THRU 12/16/2017

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: BRANDY GASKIN
EEO-1 REPORT CONTACT PERSON: BRANDY GASKIN
EMAIL: BRANDY.GASKIN@MVTRANSIT.COM

TITLE: eeo compliance manager
TITLE: EEO Compliance Manager
TELEPHONE NO: 2193084859

CERTIFIED DATE[EST]: 06/07/2018 01:16 PM

## Certification Regarding Alcohol Misuse and Prohibited Drug Use

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (24)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Date July 20, 2018

Company Name MV Transportation, Inc.

Name Amy Barry

Title Assistant Corporate Secretary

Signature 

# Tab 7: Labor Code Compliance

# Tab 7: Labor Code Compliance

## 20. Hiring Plan

**20. Proposers shall provide a hiring plan that will be in compliance with the California Labor Code. In accordance with California Labor Code, Sections 1070-1074. Proposers will receive a 10 percent preference from the City, as indicated in Labor Code, Section 1072(b). The City's current evaluation scoring equals 100 points; however, a Proposer may receive up to a maximum of 110 points, if the Proposer complies with Labor Code, Section 1072(b).**

MV Transportation declares that it will retain the employees of prior contractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

## 21. Screening and Selection Program

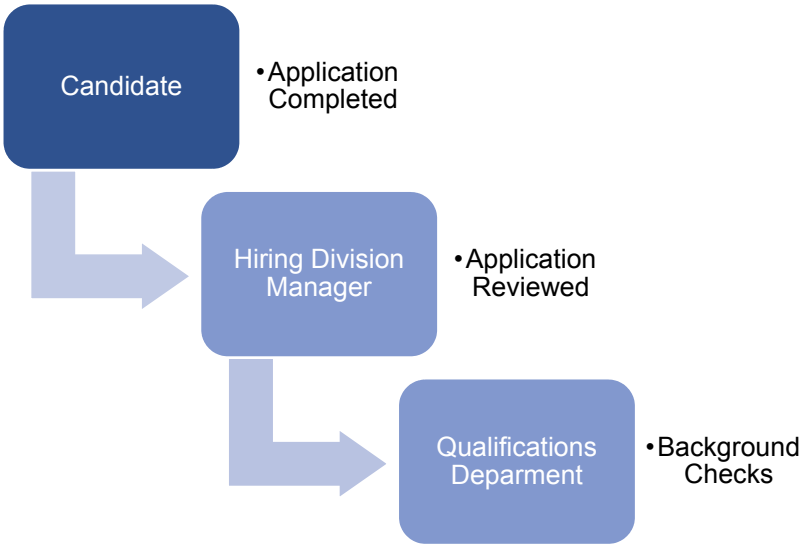
**21. Screening and Selection Program: Proposals shall include a description of Contractor's employee hiring procedures, screening, and selection process, criminal background screening process, and substance abuse screening program. Proposals shall include a description of the Contractor's employee turnover experience during the last three years.**

## Application, Qualifications, and Hiring Process

### Completing Application

MV posts all career opportunities – from vehicle operators to management staff – on the career section of the company's website (http://careers.mvtransit.com); this is powered by CareerBuilder, LLC.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be general manager, Annie Self) to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.




## Qualifying Applicant

The hiring lead will contact the applicant and request that he or she reviews and signs the required release documents.

Required release documents include:

- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization
- FMCSA DOT Disclosure and Authorization
- California Pull Notice Authorization Form
- I-9 Express Online I-9 verification
- Once signed, the applicant's background checks are ordered.

All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within 72 hours once the applicant is qualified for hire (or qualified pending additional information).

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.

## Motor Vehicle and Criminal Background Reports

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:

- Serious traffic offenses in the last three (3) years
- More than three (3) moving violations in the last three (3) years
- Pattern on the motor vehicle report (MVR)

All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

## Adverse Checks

If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within 10 business days.

If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within 10 business days, then the qualifications department issues a disqualified notification to the hiring lead, who will, in turn, notify the applicant.

### *Considerations*

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony
- More than three moving violations in three years on their driving record

## Medical Examination Reports

The company requires all applicants for safety-sensitive positions to undergo medical examinations. The hiring lead will schedule an online appointment with eScreen, Inc., and notifies the applicant.

All exams and test results are reviewed by a medical review officer (MRO) to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CRF 391.41) and medical guidelines.

MV requires applicants to undergo this examination to establish the applicant's fitness to perform the job for which they have applied, without endangering the health and safety of themselves or others. All exams are performed by a physician or licensed medical facility designated or approved by the company.

*A current employee may be required to have a medical examination under the following conditions: Exposure to toxic or unhealthful conditions, a request for an accommodation due to a disability, or is unable to perform essential job functions due to a medical condition.*

## Physical Examinations

An applicant in a safety-sensitive position must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.

## Drug and Alcohol Testing

MV shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations) to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MV shall not permit any employee who refuses to submit to such tests - to perform or continue to perform any safety-sensitive functions.

## Retaining Existing Employees – Labor Code 1070

As stated above in item *Hiring Plan*, MV Transportation declares that it will comply with Labor Code 1070.

## Turnover Reduction

MV's turnover rates for the past three years are listed in the table below*. This information reflects turnover for all locations. Over the last three years, operator

retention has been impacted by both by regional regulatory changes and private sector initiatives.

| Position | 2015 | 2016 | 2017 | 2018 YTD |
|---|---|---|---|---|
| Vehicle Operators | 32% | 35% | 32% | 13% |
| Staff | 25% | 27% | 32% | 14% |
| **Total** | **29%** | **31%** | **32%** | **14%** |

**Excluding terms within 90 days of hire*

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** MV determines competitive wage scales by researching nearby job competition to understand what financial packages best meet the needs of the local employment market
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers several continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunities as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

# 22. Proposed Staffing Plan[4]

**22. Proposed Staffing Plan: The Proposer shall include a complete description of its proposed staffing plan for the operation of MAX and DAR services. The staffing plan should include the relationship this operation would have to the Contractor's overall operation, the specific management plan for Madera, and the identification of specific management/supervisory personnel who would be assigned to the City's account and their qualifications.**

**The Proposer's staffing plan shall indicate all management and staff employee positions, the number of full-time equivalent employees at each position (a full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. The staffing plan should be specific to each of the three years contemplated in the Agreement.**

[4] *Information regarding MV's proposed management team is considered confidential.*

**The staffing plan must include a resume of the proposed General Manager that shows all relevant education, training and experience. Proposer should also describe other key management personnel to the extent that their particular experience, skill and availability will affect the performance of this contract.**

**Proposer should include an organization chart and provide an explanation of the relationship of the project team to the Proposer's corporate entity, including the specific areas of corporate support to be provided to the City.**

**Proposer should submit a description of the employee benefit package that will be provided including any incentive or motivational programs.**

**Contractor is required to comply with Title 49 U.S.C. Section 5333(b) (also known as Section 13 (c) of the Federal Transit Act) and implementing DOL guidelines, Section 5333(b), Federal Transit Law, 29 CFR Part 215, as amended, and specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the City, the provisions of the Agreement require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project." The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified.**

**The Collective Bargaining Agreement (4/20/17 – 6/30/22) between the current Contractor and Amalgamated Transit Union (ATU), Local 1027, AFL-CIO, CLC located at 839 N. Fulton Street, Fresno, CA 93728**

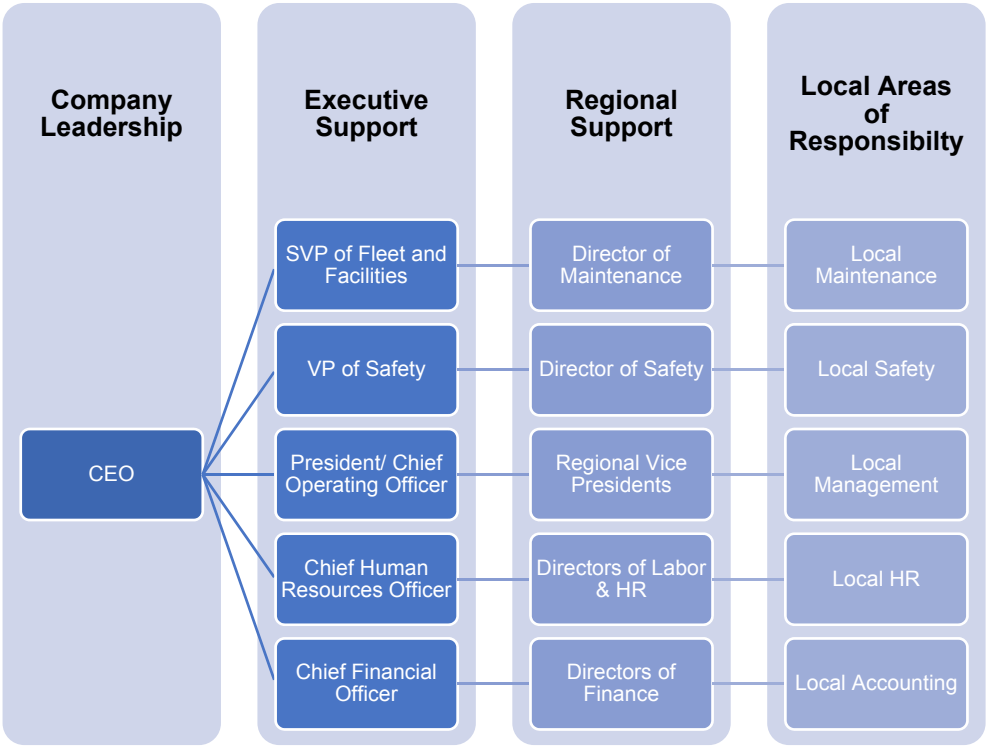
MV proposes the following staffing schedules for MAX and DAR services for each of the base years of proposed.

## Proposed Staffing Levels

| *Position* | *Number* | | |
|---|---|---|---|
| | *Year 1* | *Year 2* | *Year 3* |
| General Manager | 1 FT | 1 FT | 1 FT |
| Vehicle Operator | 19 FT, 2PT | 19 FT, 2PT | 19 FT, 2PT |
| Road Supervisor | 1 FT | 1 FT | 1 FT |
| Dispatcher | 2 FT, 1 PT | 2 FT, 1 PT | 2 FT 1 PT |

# Regional Support Capabilities

Our company's organizational structure provides leadership and support to the local team. This support structure confirms safe, professional, efficient service is delivered daily.




For MV's Central California locations, our team comprises industry leaders who provide support and guidance to our team while overseeing the performance of our operations. In Madera, our key management personnel comprise General Manager Annie Self and the regional support team.

**Annie Self, General Manager:** MV's proposed General Manager Annie Self brings over a decade of experience in multimode transportation service management. Ms. Self worked as a general manager for MV at our operations in Calaveras County, where she was promoted from operations manager, and before that, from dispatcher. Annie has experience in personnel management, compliance, reporting, and safety. As a general manager in Calaveras County, Annie twice led her team in 365 days without an incident. Ms. Self's resume is provided under Tab 1 *Qualification and Experience*.

**Scott Germann, Regional Vice President:** Mr. German is the regional vice president for the Northwestern region. He provides executive-level support and manages service

quality and compliance. Scott brings over 20 years of transportation management and will provide direct support to Ms. Self.

**Jermaine L. Johnson, Director of Safety:** Mr. Jermaine Johnson oversees all safety and security programs and initiatives for his region. He ensures compliance with all regulatory requirements relating the safety, security, and health, and he schedules and conducts audits and inspections throughout his region.

**Richard Hans, Director of Maintenance:** Mr. Richard Hans is the regional director of maintenance. Richard brings 40 years of maintenance experience and is responsible for ensuring company and client vehicles and assets are used and maintained properly.

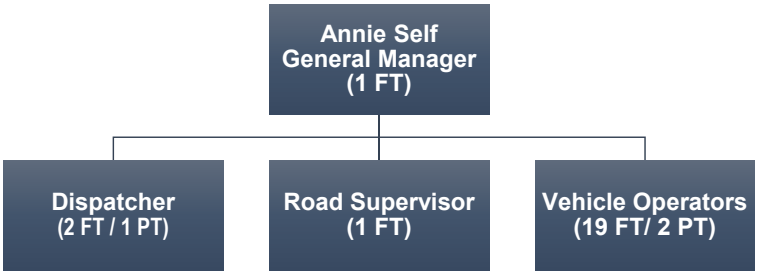
**Patrick Domholdt, Director of Labor Relations:** Mr. Patrick Domholdt is MV's director of labor for the Northwestern region. He is responsible for all areas of labor management, including negotiations, grievances, arbitrations, and National Labor Relations Board matters. Patrick brings an impeccable record of proactive labor relations and has previously supported this area in startups for both MV and prior employers.

**Kelley Roberson, Director of Human Resources:** Ms. Kelley Roberson oversee all areas of human resources for the Northwestern region. Kelley brings 20 years of experience and supports local management in making day-to-day decisions regarding personnel matters. She is responsible for ensuring compliance state and federal employment laws.

**Kati Moujabber, Regional Recruiter**: Ms. Kati Moujabber is the Northwest region's recruiter. Kati has 16 years of experience sourcing and staffing projects for MV.

**Mark Shirley, Director of Finance:** Mr. Mark Shirley is the director of finance for the region. He brings nearly 20 years of experience in all areas of finance, including reporting and accounts payable and receivable.

# Organizational Chart



# Job Descriptions

## Vehicle Operator

| | | |
|---|---|---|
| **Proposed for this project** | ***Title*** | Vehicle Operator |
| | ***Department*** | Operations |
| | ***Reports to*** | General Manager; Dispatchers while on route |
| | ***Number Proposed*** | 19 FT & 2 PT |
| | ***Coverage*** | All service hours |
| **This position's RACI** | ***Responsible for*** | Safe, reliable and customer-focused transportation |
| | ***Accountable for*** | Safety |
| | ***Consulted about*** | On-time performance and routing, no shows, late cancellations, changes to trip sheets or manifests, vehicle malfunctions, accidents, and/or other disturbances. |
| | ***Informed of*** | Real-time challenges on road |
| **About this position** | Vehicle operators have a safety-first attitude, a professional and caring demeanor, and excellent people service skills.<br>Their primary responsibility is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled times.<br>Fixed route operators are trained in the system routes and are fluent in providing information regarding major stops, transfer points, and schedule information.<br>Paratransit operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.<br>They respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.<br>All MV operators are trained in on-board technology. Each must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no-shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances. | |

## General Manager

| | | |
|---|---|---|
| **Proposed for this project** | ***Title*** | General Manager |
| | ***Department*** | Operations |
| | ***Reports to*** | Regional Vice President |
| | ***Number Proposed*** | 1 FT |
| | ***Coverage*** | Available during all hours of operations and on-call 24/7 |
| **This position's RACI** | ***Responsible for*** | Safety, Contract Management, On-time Performance, Fleet Cleaning, Proactive Communications, Labor Relations, Budget and finance management, Human Resources, and Customer Interface. |

| | | |
|---|---|---|
| | ***Accountable for*** | Contract compliance and service performance. |
| | ***Consulted about*** | Recommendations for service changes, new contract scope items |
| | ***Informed of*** | Changes to service, schedules, and policies |
| **About this position** | The general manager is the daily operational liaison between MV and the City. They work in partnership with MTD staff, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of MTD Services.<br>As general manager, they are responsible for the safe and high-quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, vehicle servicing, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.<br>They meet with MTD staff often and provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team. | |

## Dispatcher

| | | |
|---|---|---|
| **Proposed for this project** | ***Title*** | Dispatcher |
| | ***Department*** | Operations |
| | ***Reports to*** | General Manager |
| | ***Number Proposed*** | 2 FT & 1 PT |
| | ***Coverage*** | 7 a.m. to 6:30 p.m. (7 days) |
| **This position's RACI** | ***Responsible for*** | On road driver support and management via radio communications and AVL monitoring |
| | ***Accountable for*** | Service reliability, on time performance, response to on road incidents. |
| | ***Consulted about*** | Unplanned changes that affect performance, such as route detours, heavy traffic, and no shows, etc. |
| | ***Informed of*** | Changes to routes start and end times |
| **About this position** | Dispatchers direct all on-road operations that occur from daily pullout to return-to-yard. They coordinate with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.<br>This team supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. They are trained in reasonable suspicion and are responsible for assessing fitness for duty.<br>Dispatchers monitor service delivery via radio/real-time GPS throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies. As needed, they coordinate standby and extraboard operators in the event that an operator does not report on time. | |

## Road Supervisor

| | | |
|---|---|---|
| **Proposed for this project** | **Title** | Road Supervisor |
| | **Department** | Safety |
| | ***Reports to*** | General Manager |
| | ***Number Proposed*** | 1 FT |
| | ***Coverage*** | 7 a.m. to 6:30 p.m. (M-F, Sat) |
| **This position's RACI** | ***Responsible for*** | Operator evaluation, operator mentorship, on road incident response |
| | ***Accountable for*** | Completion of on road evaluation and incident response/reporting |
| | ***Consulted about*** | Trends in driver performance and required coaching |
| | ***Informed of*** | Changes in road incidents response requirements |
| **About this position** | Road supervisors monitor the safe and efficient operation of all vehicles in the field. This ensures a high-quality service.<br>This team is stationed in the service area to minimize response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.<br>Road Supervisors assist in incident preventability determination by making recommendations for future training based on individual events or system trends. | |

# Employee Benefits Package

## Compensation

MV will immediately recognize the ATU Local 1027 as the bargaining unit representing the full-time dispatchers and operators. The company works with the union to negotiate existing labor agreement which remains in effect through 2022. MV has an excellent relationship with the ATU and works with their local unions across the country.

MV is pleased to offer the following compensation package to its team.

### *Operator Wage Scale**

| Operator Seniority | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| **Starting** | $ 12.00 | $ 13.00 | $ 15.26 | $ 16.17 | $ 16.66 |
| **1 year** | $ 12.39 | $ 13.52 | $ 16.07 | $ 17.03 | $ 17.54 |
| **2 years** | $ 13.04 | $ 14.23 | $ 16.91 | $ 17.92 | $ 18.46 |
| **3 years** | $ 13.50 | $ 14.73 | $ 17.51 | $ 18.55 | $ 19.10 |
| **4 years** | $ 13.82 | $ 15.08 | $ 17.92 | $ 18.98 | $ 19.56 |
| **5 years** | $ 14.73 | $ 16.06 | $ 19.10 | $ 20.23 | $ 20.84 |
| **6 years** | $ 15.30 | $ 16.69 | $ 19.84 | $ 21.03 | $ 21.66 |

| Operator Seniority | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| **7 years** | $ 16.66 | $ 18.17 | $ 21.60 | $ 22.89 | $ 23.58 |
| **8 years** | $ 17.05 | $ 18.60 | $ 22.11 | $ 23.43 | $ 24.13 |
| **9 years** | $ 19.04 | $ 20.78 | $ 24.70 | $ 26.17 | $ 26.95 |
| **10 years** | $ 19.04 | $ 20.78 | $ 24.70 | $ 26.17 | $ 26.95 |

***Note that to see progression through the scale as tenure increases, read diagonally (see shading for example).***

### *Non-Operator Wage Scale*

| Job Title | Year One | Year Two | Year Three | Year Four | Year Five |
|---|---|---|---|---|---|
| **General Manager** | Confidential | Confidential | Confidential | Confidential | Confidential |
| **Dispatcher** | $ 14.69 | $ 16.48 | $ 18.73 | $ 19.98 | $ 20.58 |
| **Road Supervisor** | $ 15.69 | $ 17.48 | $ 19.73 | $ 20.98 | $ 21.58 |

## Bargained Employees

All full-time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Safety Bonus:** $200 per year for performing their duties in a safe manner and maintaining a good attendance record.
- **Vacation Pay:** MV will honor all existing operators' level of vacation. Full time employees will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 3 years and 120 hours after 6 years. Part time employees receive 24 hours after 2 years, with the amount increasing to 40 hours after 6 years of service.
- **Medical & Dental Insurance:** MV will provide medical and dental insurance to full-time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.

- **Holiday Pay:** Eight (8) paid holidays will be offered for full-time employees. Employees hired from the existing contractor will receive this benefit from day one.

- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per year.

## Hourly Non-Bargained Employees

All full-time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs. Employees shall qualify for the group medical, dental, and vision insurance coverage in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA).

- **Vacation Pay:** MV will honor all existing operators' level of vacation. Employees new to the system will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 5 years.

- **Medical & Dental Insurance:** MV will provide medical and dental insurance to qualified employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.

- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year).

There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through Securian Life Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.
- **Holiday Pay:** Six paid holidays will be offered for full-time employees. Employees hired from the existing contractor will receive this benefit from day one.
- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per payroll.

## Employee Incentives

As described in Tab 5: Section 18, *Safety Program*, MV has several strategies to reduce turnover in its local operations. Among these strategies, are the following:

- ***Competitive wage scaling*** – understanding the current market and recognizing trends
- ***Continued education*** – opportunities to build on existing skills and grow proficiencies
- ***Opportunities for promotion*** – opportunities for cross training and advancement
- ***Employee recognition programs*** – recognizing personnel that perform above expectations

# Tab 8: Cost Proposal Form

# Tab 8: Cost Proposal

## 23. Resource Allocation/Cost Proposal Form

**23. Resource Allocation/Cost Proposal Form: A detailed budget breakdown must be submitted using the "Cost Proposal Form" provided in Attachment A. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Cost Proposal Form. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested might result in rejection of the proposal.**

**A cost breakdown and total cost shall be presented for the following three-year base period and two optional extension years:**

**Base Period:**

**10-01-18 to 6-30-19**

**7-01-19 to 6-30-20**

**7-01-20 to 6-30-21**

**Option Period:**

**7-01-21 to 6-30-22**

**7-01-22 to 6-30-23**

MV's Attachment A "Cost Proposal Form" is provided in the attached separate, sealed envelope.

# Appendix

# Route Review Option

**ARTHUR N. GAUDET CMILT**
**PRESIDENT**
**ARTHUR N. GAUDET & ASSOCIATES, Inc.**
**at Runcutter.com**
**EXPERIENCE AND QUALIFICATIONS**

Arthur N. Gaudet has been involved with transit management and planning for over forty-eight years. His experience in transit led to the founding of Arthur N. Gaudet & Associates in 1987, incorporated as Arthur N. Gaudet & Associates, Inc. in 2007. He provides transit management services, operations reviews, and departmental management audits, route design, scheduling and run cutting, safety services, rail and rubber tire alternatives analyses, and financial planning.

He recently served on the oversight committee for Transportation Research Board Project A-29, "Controlling System Costs: Basic and Advanced Scheduling Manuals and Contemporary Issues in Transit Scheduling." He is currently serving on a TRB panel overseeing the study of the current decrease in transit ridership.

He is also the author of a series of articles published in Bus Ride Magazine. Mr. Gaudet's series of articles dealt with route and system design, scheduling, run cutting, and restoring transit service in response to service disruptions.

He developed "The Runcutter Course[tm], a two-day intensive course in service design, scheduling, and runcutting (preparing operator work schedules). This course has been presented over 45 times, to over 680 attendees.

For almost 30 years, the largest component of business has consisted of service planning, scheduling and run cutting. Properties have ranged from a 250+ vehicle, four garage fixed route operation in Dallas, 100+ vehicle Los Angeles MTA and Foothill Transit fixed route private sector contractors, and a 100+ vehicle paratransit operation in Dallas; through 40 - 130 bus operations in Phoenix, Suburban D.C. and Houston, Texas; to operations with less than 20 vehicles.

Some of our other projects in the last two decades have included:

Wage Order 9 (California Lunchbreak Law) implementation for many properties throughout California.

Expert Witness work in southern California, in conjunction with a Wage Order 9 lawsuit.

Total transit system redesign in Amarillo, Texas, increasing travel directness by over 40% systemwide, decreasing passenger travel times and changing lives.

Route restructuring in Albany, GA.

Scheduling and Runcutting for a major system redesign in Merced, California

Scheduling Department Review/Route Productivity Analysis for MARTA, in Atlanta, GA.

Feasibility Study and System Design/Scheduling for a visitor's shuttle, Grapevine, TX.

Participation in a full review of the New Orleans Regional Transit Authority's schedules and runcut, leading to efficiency recommendations that would generate over $5 million in annual savings.

Participation in a review of Sun Metro, in El Paso, Texas. This review studied Operations and Scheduling functions, as part of Sun Metro's Long Range Plan development.

Scheduling/Planning Department functional reviews for Long Beach Transit, Long Beach California; Capital Metro, in Austin, Texas; and Hartline, in Tampa Florida. These reviews focused on the planning and scheduling function, and their interface with operations.

Comprehensive Operational Analyses, Short Range Transportation Plans for Hammond, Indiana and Las Cruces, New Mexico. Service redesign for Lorain County, Ohio, changing the system from variable frequencies (up to 90 minutes requiring multiple transfer connections), to systemwide 60 minute frequencies with a single, timed-transfer pulse point.

We helped Kankakee, Illinois rationalize its route structure, again implementing a pulse transfer system, and reducing overall passenger travel times. By eliminating large loops with their associated out-of-direction travel, realigning routes, and interlining vehicles, we achieved essentially the same service level with fewer vehicles.

Noting that our approach is from an Operations perspective more than a theoretical planning perspective, in early 1999, we were selected as the project manager for a major service expansion in the Washington, D.C. area. As part of that project, our review of vehicle utilization and blocking generated savings by reducing the number of vehicles needed, without affecting the public schedule. Phase 1 of the plan, under study for ten years, called for a combination of Express Buses and Feeder Service, replacing service that had not changed in twenty years. Our work resulted in a smooth transition as all routes and schedules changed at once, and as a new Park and Ride facility opened. During the start-up, we also actively participated in shake-down of the new Park and Ride facility.

Also during 1999, we assisted Fort Smith, Arkansas as the property transitioned from a Demand-Response operation to a combination of Fixed Route and Demand-Response.

Another 1999 project in Ithaca, New York had Arthur N. Gaudet & Associates participating in Tompkins Consolidated Area Transit's service redesign. An essential ingredient of this project included over 60 hours on the street, evaluating and modifying detailed route design, safety issues, and running times.

We also worked with Racine, Wisconsin on major service revisions. These included implementation of a timed transfer (pulse) system, night service, and route modifications to serve large demand generators. The modifications also focused on the work trip, as part of the welfare-to-work initiative. Funding for service expansion came from rationalizing unproductive/low productivity service. Subsequently, we conducted a transfer point relocation study, and prepared a route and schedule redesign for the move to the new Transit Center.

Another project was the analysis of 47 bus routes operated out of four garages in the District of Columbia, designing route networks that could be operated by private contractors..

In 1997, we completed a run cut for a new contractor on the West Coast. By reblocking and interlining service for this 105 peak bus operation, we generated savings exceeding $95,000 per year.

Arthur N. Gaudet & Associates, Inc. is or has been the scheduler/run cutter for several private sector contracts of varying sizes. Mr. Gaudet's scheduling practices for these clients typically result in average pay per driver assignment exceeding 39.5 hours, with scheduled overtime under one percent. For some properties experiencing driver shortages, we have modified our run cutting techniques, using a balanced allocation of reasonable overtime to help offset the staff shortage.

While private sector labor agreements typically do not contain restrictive and costly work rules, we have also worked in such environments. In Wichita, Kansas, for example, a change in run cutting procedures reduced spread time, reduced overtime, and reduced guarantee payments. Simultaneously, work weeks were reduced from six days to four or five days. The end result was not only a projected savings of more than $20,000 per year, but the first run cut posted in recent memory which drew no protests from drivers or the Union.

We evaluate all facets of operations as they are impacted by scheduling decisions. An audit of a medium-sized property's operations department discovered an opportunity to save in excess of $25,000 per year, in real dollars and increased productivity, by altering CNG bus assignment strategies. In Springfield, Illinois, creative vehicle blocking reduced the stress on the Maintenance Department, by reducing the number of bus pullouts needed.

Our ability to generate such savings comes from intimate familiarity with street operations. During his varied assignments, Mr. Gaudet has been responsible for maintaining transit service, and training Dispatchers and Field Supervisors to respond to disruptions in a number of cities. These situations have varied from minor schedule delays, street blockages, mechanical failure, pedestrian and vehicle accidents to a reported bomb on a bus in downtown Los Angeles and restoration of service/operation of emergency service in the immediate aftermath of the Northridge Earthquake. In addition to his bus experience, he has experience in maintaining rail service, including response to line blockages and the integration of charter/special moves with scheduled passenger service.

Through years of experience with street operations, he has set the highest priority on maintaining passenger service while resolving service disruptions, always keeping the passenger in mind. In addition to his experience with street operations and one-on-one training of Dispatchers and Field Supervisors, Mr. Gaudet has authored documents as varied as operations and administrative Policies and Procedures bulletins; Emergency Contingency (e.g., Strike) Plans; Bus and other Procurement Specifications; Safety and Security Reviews and Recommendations, and general Bus and Rail Operations planning documents.

**Fellow: National Transit Institute – 1999-2001 Term**

**Member:** **Chartered Member (CMILT) Chartered Institute of Logistics and Transport**
**Community Transportation Association of America**

**Arthur N. Gaudet & Associates' Projects have included:**

**Los Angeles, California (Foothill Transit); Mid-Mon Transit Authority, Houston, Texas; Burlington County New Jersey; Charles County, Maryland: Numerous other properties:**

MV Transportation, Client
Route and Scheduling design and analysis, Runcutting, Cost Projections

**Los Angeles, California (LAMTA); Cobb County Georgia; Yolo County California; Sonoma, California; Jefferson Parish, Louisiana**:

Veolia (now Transdev), Client
Scheduling, Runcutting, Running Time Evaluation and Connectivity Design, Wage Order 9 (Lunchbreak Law) implementation

**Los Angeles, California (LAMTA, LA DASH, and Foothill Transit); Dallas, Houston, Laredo, and Tyler, Texas; Great Falls, Montana; Racine, Wisconsin; Numerous other properties:**
First Transit, Client
Route Design, Scheduling, Run Cutting, Operations Assistance, Alternatives Analysis, Financial Reviews, Section 15 (NTD) Assistance, Interim Management Services

**Los Angeles and Riverside County, California**
Transportation Concepts, Client
Runcutting, Garage Location Analysis.

**Amarillo, Texas**
The Goodman Corporation, Client – Total transit system redesign resulting in significant increased directness, reduced passenger travel times.

**Aspen, Colorado**
Street Railway Associates, Client – Budgeting
RFTA, Client – Scheduling Assistance

**Atlanta, Georgia**
MARTA, Client - Scheduling Department Functional Review

**Austin, Texas**
Capital Metro, Client – Planning and Scheduling Management Review

**Brockton, Massachusetts** BAT, Client – Scheduling & Operations Review

**Bridgeport, Connecticut** GBTA, Client – Runcut Review

**Brownsville, El Paso, Galveston, Houston, San Antonio, Waco, Texas**
National Interstate Insurance, Client - Safety and Risk Management Consulting

**Buffalo, New York** NFTA, Client – Scheduling & Operations Review

**Chapel Hill, North Carolina**
Chapel Hill Transit, Client - Scheduling and Runcutting Assistance, Runcut Training

**Charleroi, Pennsylvania**
MV Transportation/Mid-Mon Transit Authority, Client - Scheduling Assistance, Runcutting

**Chattanooga, Tennessee**
CARTA - Stone & Webster, Client
Downtown Circulator Design, rail & rubber tire alternatives analysis, budgeting

**Dallas, Texas**
McKinney Avenue Transit Authority, Client
Financial Planning and Grants Administration

**Dallas, Texas**
DART - LKC Consulting Services, Client
Transfer Center Operating Procedures Manual preparation

**El Paso, Texas**
The Goodman Corporation/Sun Metro, Client
Operations and Scheduling Departmental Reviews, Long Term Operations Planning

**Fort Smith, Arkansas**
City of Fort Smith, Client - Service Design and Fixed Route Implementation

**Frisco, Colorado**
Summit Stage, Client – Service Design Assistance and Training

**Grapevine, Texas**
Grapevine Convention and Visitors Bureau, Client – Visitors Shuttle Feasibility Study

**Hammond, Indiana**
Northwestern Indiana Regional Planning Commission, Client
Hammond Transit System Analysis and development of new Service Design.

**Indianapolis, Indiana**
The Goodman Corporation/Indianapolis Public Transit Corporation, Client
Staffing Analysis, Scheduling and Runcutting review and assistance.

**Ithaca, New York**
Tompkins Consolidated Area Transit, Client - Scheduling, Route Design, Runcutting

**Kennedy Space Center, Florida**

Delaware North Company, Client - Analysis of tour shuttle operation

**Las Cruces, New Mexico –** City of Las Cruces, Client
Comprehensive Operational Analysis and Development of Short-Range Transit Plan

**Lorain County, Ohio**
Lorain County Transit, Client - Service Planning, Route Design, and Scheduling

**New Orleans, LA**
PTM Management, Client
Scheduling Practices Review, Schedule Development

**Sarasota, Florida** SCAT, Client – Scheduling & Operations Review

**Stockton, California** RTD, Client – Scheduling, Route Analysis, Runcut Assistance

**Tampa, Florida –** Hartline, Client – Planning and Scheduling Management Review

**Victoria, British Columbia**
BC Transit - Sypher:Mueller International Inc., Client
Heritage Streetcar Ridership Projection

# DriveCam Brochure




DriveCam

POWERED BY Lytx™

# Proven Results

Major fleet operators return to the DriveCam® Program year-after-year because they realize millions of dollars in savings and indirect benefits when they:




*"The DriveCam Program provides us with more than just technology. They provide the service and support we need to improve and grow our business."*
– Waste Management

REDUCE COLLISIONS
Fleet operators see collision cost reductions of up to 80% in Property & Auto Liability and Workers' Compensation claims.

REDUCE FRAUDULENT CLAIMS
Exception-based video captures indisputable evidence when an event occurs, protecting drivers and fleets from fraudulent or other errant claims.

REDUCE FUEL USE
Typical reduction of up to 12% through the management of efficient driving, excessive idling and speeding.

Fleets also realize a variety of important indirect benefits from developing and maintaining a world-class safety culture.

With the DriveCam Program, you'll:

- Protect your drivers from the devastating impact of being involved in a collision – and exonerate them when they are in a no-fault collision.
- Protect your brand by minimizing high-profile collisions that receive broad media coverage.
- Exemplify good corporate citizenship by contributing to a safer and more environmentally conscious community.




## The DriveCam Online Experience

With 24/7 secure access, the DriveCam Online® platform provides the important information you need to monitor fleet risk, prioritizes what you need to maximize your safety program and provides the necessary tools for coaching your drivers to improve their driving behavior. The DriveCam Online platform is your key to driver risk management success.



**Role-based Home Pages**
Including an inbox and a variety of dashboards, you can drill into specifics about a driver or group.



**3-Step Coaching Process**
To help guide you through ...
1. Coaching Behaviors (video and non-video)
2. Selecting an Action Plan
3. Conducting the Coaching Session




**Driver Score Ranking**
Using our new Lytx Safety Score™ technology, you can now identify your safest drivers, as well as those with a higher probability of being involved in a collision.

# How the DriveCam Program Works

The DriveCam Program – powered by the Lytx Engine™ – identifies, prioritizes and helps prevent the causes of poor driving before they lead to a collision. This "programmatic approach" helps clients transform their safety culture and ensures bottom-line results – preventing collisions, fraudulent claims and wasted operating expenses – while protecting their drivers and their brand.

1. **MONITOR DRIVING; PROVIDE REAL-TIME FEEDBACK**
   The DriveCam video event recorder captures driving behavior data and provides real-time driver feedback.
2. **UPLOAD VIDEO & DATA**
   Exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center – and are immediately available to the client.
3. **ANALYZE, SCORE & PRIORITIZE**
   Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce fleet risk and operating costs.
4. **ACCESS DRIVER MANAGEMENT PORTAL**
   Configurable alerts direct clients to online tools, including dashboards for company-wide visibility and accountability, and analysis of risky driving behaviors.
5. **COACH DRIVER**
   Flexible coaching and training methods are applied based on operational capabilities and organizational profiles.
6. **SAFER DRIVER RETURNS TO THE ROAD**
   Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer collisions.

Ensuring your program is on track, DriveCam program reviews provide benchmarking and best practices specific to your operations and industry. In addition, proprietary video and data analysis provide a complete profile of drivers and driving, allowing for objective comparisons of driver to driver, site to site, region to region and company to industry.

## Why Companies Choose the DriveCam Program

During the decision making process, there are many considerations when evaluating driver risk management, fuel management and fleet tracking services. Read why companies are choosing the DriveCam solution to protect their drivers, their vehicles and their community.

*"The DriveCam Program is the first system I have seen that is proactive, instead of reactive. In the first six months we saw a 50% reduction in minor vehicle accidents, a 50% reduction in workers' compensation claims and a 70% decrease in risky driving behavior."* – US Foods

*"Through our use of the DriveCam Program, we are able to reduce litigation and exonerate drivers. We have saved hundreds of thousands in litigation costs on frivolous claims since implementing the program."* – Cargo Transporters

*"Greyhound's number one focus has always been the safe transportation of millions of passengers every year across North America, and incorporating the DriveCam Program is one more way we are able to reinforce this focus."* – Greyhound

## Value-Added Solutions

**Fuel Management**
The innovative behavior-based DriveCam Fuel Management Solution can help improve fleet performance. Integrated into the DriveCam Online platform, our solution combines real-time in-cab feedback with online reporting and coaching to improve fuel efficiency – by up to 12% – and lower emissions.

**Fleet Tracking**
Get a real-time view of your fleet operations – helping to ensure compliance and improve productivity – with immediate access to real-time status, trip history and a full suite of reports. Seamlessly integrated into the DriveCam Online platform, there's no need for additional in-cab equipment, extra peripherals or extra software.

# Lytx Engine

Our Lytx Engine™ is powered by human intelligence combined with state-of-the-art predictive analytics and statistical machine learning technologies. In the field, our devices are equipped with real-time automated decision algorithms that determine when data should be captured and stored. In our data centers, automated decision algorithms prioritize, store and route selected data to our human-powered internal processes.

We capture data from multiple sensors embedded in the work environment. In vehicles, our device captures signals from accelerometers, GPS systems, engine control units, video, microphones and advanced safety systems. To make sense of these signals, we have developed and deployed real-time decision algorithms that continuously monitor the sensor stream to determine the likelihood of risky driving behaviors.

The Lytx Engine applies advanced predictive models to prioritize, select and route data to review centers where teams of expert reviewers identify and verify behaviors from video events, adding structured labels to the data. These labels provide the basis for our scoring algorithms and for the continuous improvement of the predictive models that power our real-time decision algorithms in our sensors and servers. Our scoring algorithms and statistical models enable us to create driver safety and coaching effectiveness models that are examples of the tools we use that predict the likelihood of future collisions. These important predictors help safety managers and coaches understand and prioritize their areas of focus. Our constantly growing database enables us to refine and improve our ability to predict risky behaviors so that we can deliver even more value to our clients.



Our data analytics teams include scientists and analysts who apply statistical analysis, feature engineering and data-driven machine learning to develop decision algorithms and predictive models that support our human-powered processes. Over the years, we have learned how to maximize the effectiveness of these processes to help our customers drive positive change throughout their organizations.

Lytx stands for the entire process of Sense, Predict, Prevent (SPP)™. Using our technology, we analyze the data we gather, distill it into actionable insights and leverage it in ways that empower our clients to be safer, better companies.

Lytx™

Lytx, Inc., San Diego, California, USA 858.430.4000 866.419.5861 info@lytx.com **www.lytx.com**

At Lytx (formerly DriveCam, Inc.), we harness the power of data to change human behavior and help good companies become even better. Our flagship product, DriveCam powered by Lytx, sets the standard for driver safety in the industries we serve, and our RAIR Compliance Services helps DOT-regulated fleets comply with safety regulations, complementing the DriveCam Program. We protect more than 950 commercial and government fleet clients worldwide who drive billions of miles annually. Our clients realize significant ROI by lowering operating and insurance costs, while achieving greater efficiency and compliance. Most of all, we strive to help save lives – on our roads and in our communities, every day. Lytx is privately held and headquartered in San Diego. For more information, visit www.lytx.com.

Lytx; DriveCam powered by Lytx; Lytx Engine; Lytx Insights; Sense, Predict, Prevent; and Delivering Insights. Driving Results. are trademarks of Lytx, Inc. DriveCam, DriveCam Online and RAIR are registered trademarks of Lytx, Inc.

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# Mobileye Brochure

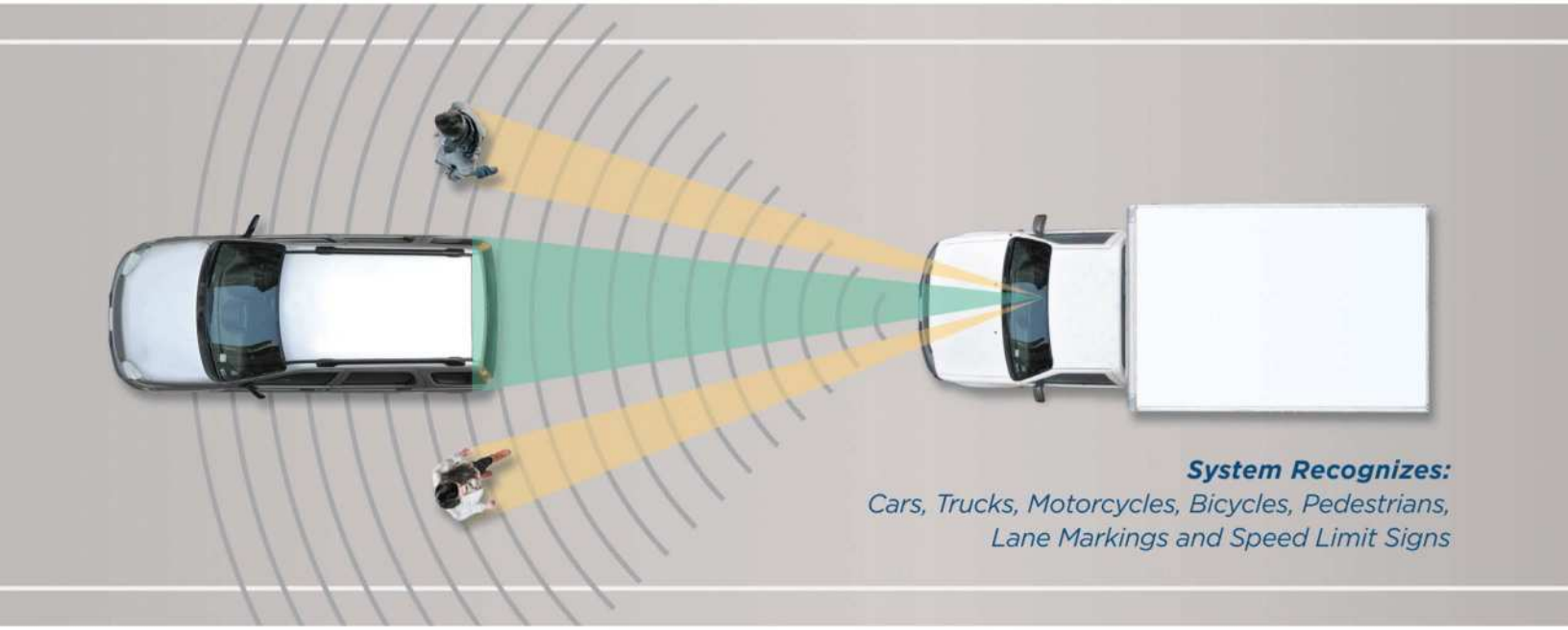
# Collision Avoidance System

*Protecting Your Fleet and Your Bottom Line*






COLLISION AVOIDANCE SYSTEMS



***System Recognizes:***
*Cars, Trucks, Motorcycles, Bicycles, Pedestrians, Lane Markings and Speed Limit Signs*

# Reduce Accidents, Save Money and Keep Your Drivers Safe



*Easily installs in any vehicle*

The Mobileye® Collision Avoidance System is the latest technological advancement for preventing vehicle crashes — and the only system in the industry to incorporate truly comprehensive real-time warnings and alerts. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential threats on the road, such as vehicles, cyclists, pedestrians and more. The distance and relative speeds of these objects are continuously measured to calculate the risk of your driver colliding with them. Even lane markings and traffic signs are detected. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collisions or mitigate their severity.

Fleet managers have installed our trusted collision avoidance system in some of the world's best-run fleets including cars, trucks, service vehicles and taxis, in both rural and urban environments. Many global organizations have experienced significant reductions in incidents, collisions and associated costs. Your fleet can accomplish the same.

***Telematics Integration:*** *The system generates data that can be exported to 3rd party telematics and fleet management systems, enabling enhanced visibility of your fleet as well as greater insight into driver behavior. All alerts are available via the Mobileye CAN channel for telematics and 3rd party integrators.*



***Connectivity with Telematics***
*Gives fleet managers critical insight into driving behavior.*



***Accident Reduction***
*A pilot involving 2,000 trucks driving 47 million miles resulted in zero accidents vs. the average of 11-13 accidents.*



***Cost Reduction***
*C.R. England has achieved a 37% reduction in crash costs per mile traveled.*

## Minimize Risk, Increase Safety and Improve Your Bottom Line

Fleet operations of all sizes experience tangible and measurable advantages as a result of deploying this advanced technology, including:

- Immediate reduction in collisions and close calls
- Improvements in driver behavior that continue long term
- Reduced insurance premiums and fines for non-compliance
- Lower fuel and maintenance costs
- Improved CSA scores

*...and the system typically pays for itself in only 12 months or less* — with no driver training necessary.*

## Collision Avoidance Technology Addresses the Main Causes of Accidents

**According to the National Highway Transportation and Safety Administration (NHTSA), Department of Transportation (DOT) and the Virginia Tech Transportation Institute:**

- 93% of all accidents are due to human error, with driver inattention being the primary cause
- Nearly 74% of all accidents involve driver distraction three seconds prior to an incident
- 40% of rear-end collisions have no brake application whatsoever
- 60% of road accident fatalities are due to unintentional lane departure

## Governing and Regulating Agencies Agree



- **The Federal Motor Carrier Safety Administration (FMCSA)**
  Advocates the voluntary adoption of collision avoidance systems to improve fleet safety
- **The National Transportation and Safety Board (NTSB)**
  Includes collision avoidance systems on Most Wanted/Top Ten Advocacy List
- **The National Highway Traffic Safety Administration (NHTSA)**
  Tracks collision avoidance systems as part of their 5-star safety ratings program

*According to FMCSA studies

## TECHNOLOGY FOR A SAFER WORLD

Mobileye® is the technological leader in the area of advanced image sensing and processing technology for automotive applications. With over a decade invested in extensive R&D, Mobileye has gained an unprecedented understanding of the diverse challenges that face drivers on the road and how to keep them safe. This unequalled expertise has made Mobileye the recognized global pioneer in collision avoidance systems. As evidence, Mobileye is the OEM (Original Equipment Manufacturer) supplier of such systems to many of the world's leading automobile manufacturers.

### SOME OF THE BRANDS USING MOBILEYE SYSTEMS




































# System Warnings and Features



**Forward Collision Warning**
Alerts the driver to an imminent rear-end collision with a car, truck or motorcycle moving at any speed




**Headway Monitoring/Following Time**
Alerts the driver when following time becomes critically short



**Lane Departure Warning**
Alerts the driver if vehicle leaves the lane without use of the turn signals



**Pedestrian and Bicycle Collision Warning**
Alerts the driver of an imminent collision with a pedestrian or bicyclist



**Intelligent High-Beam Control**
Automatically turns the high-beams on/off depending upon the level of light and relative distance from other traffic




**Speed Limit Indicator**
Notifies the driver if the vehicle exceeds the posted speed limit

Bluetooth® connectivity standard

## Optional Enhancement Features

The following optional features can be incorporated to further reduce accidents:

- Automatically muting the car radio
- Instantly deactivating factory cruise control
- Adding any function for a 3rd party device that has a discrete input
- Integrating with older vehicles
- Incorporating haptic warnings that provide tactile alerts; for example, a driver's seat or steering wheel can be outfitted with a vibrator that can be set to various strengths, frequencies and patterns




COLLISION AVOIDANCE SYSTEMS

877-590-8968

www.collisionavoidancesystems.net

# System Safety Program Plan




# System Safety Program Plan 2018

MV TRANSPORTATION, INC.
2711 N. Haskell Ave.
Suite 1500 LB-2
Dallas, TX 75204
www.mvtransit.com

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MV TRANSPORTATION, INC

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# 2. *System Safety Policy Statement*

MV has developed this System Safety Program Plan (SSPP) with the goal of providing the safest transportation possible for its passengers and the safest work environment possible for its employees. Each department and division is directed and empowered to administer the SSPP and its specific activities for the prevention, control and resolution of unsafe conditions and actions.

MV's safety policy shall at all times be guided by the following principles:

- Safety is the responsibility of every employee
- The operating environment can be safeguarded
- Injuries and occupational illness can be prevented
- Preventing injuries and incidents is good business
- Management will train all employees to work safely

MV's management is responsible for providing leadership in promoting safety throughout the agency. Management will ensure that all employees are committed to the safety of MV's passengers, employees and property, as well as to members of the general public who use its transportation services. The management team will provide and maintain a safe and healthy working environment and follow practices to safeguard employees and other persons interacting with agency personnel, property and equipment.

Employees have a duty to carry out daily work assignments in a safe manner and maintain work areas in accordance with established departmental safety procedures. Employees are required to abide by all procedures relating to security and safety and must not engage in any conduct that poses a threat to themselves, other employees, the general public, or MV property.

The senior vice president of safety, the vice presidents of safety, the executive vice president of risk management and MV's Executive Safety Committee (ESC) have the responsibility to develop and implement programs to promote safe operations, reduce or eliminate accidents and monitor SSPP compliance and maintenance.

All managers and supervisors have the responsibility to develop, implement and enforce safety rules and procedures in their respective areas.

# 3. *Introduction*

## 3.1. Introduction

This document is the System Safety Program Plan (SSPP or Plan) for MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV").

System Safety is defined by the U.S. Department of Transportation as follows:

*"The application of operating, technical and management techniques and principles to the safety aspects of a system throughout its life to reduce hazards to the lowest level possible through the most effective use of available resources."*

This plan describes the MV system and provides a methodology for identifying hazards and implementing plans for their resolution. It establishes accountability for safety throughout the organization.

## 3.2. Policy Statement and Mission Statement

**Mission Statement**

"At MV Transportation, our Mission is to offer the safest, most cost efficient and effective passenger transportation services and solutions by continually providing quality customer service, consistently outperforming our competitors, producing profitable earnings and treating our employees as our most important asset."

**Core Values**

**Customer Service Excellence:** "We are dedicated to satisfying customer needs and honoring commitments that we have made to them."

**Enthusiastic Customers:** "Enhancing our reputation as a company that clients can rely on to deliver services and products so excellent in their quality and customer service so outstanding in its responsiveness, that MV will always be recognized for leadership in our industry."

**Involved Employees:** "Striving for a workplace where opportunity, openness, enthusiasm, diversity, teamwork, accountability and a sense of purpose combine to provide a rewarding professional experience that promotes fairness, dignity, and respect for all employees."

**Accountability:** "We accept responsibility for our actions. We make and support business decisions through experience and good judgment."

**Integrity:** "We act with honesty and integrity, never compromising the truth."

**Respect:** "We treat our team members, customers, partners and suppliers with

mutual respect and sensitivity, recognizing the importance of diversity. We respect all individuals and value their contributions. Our team is supportive of each other's efforts, loyal to one another, and caring for each other both personally and professionally."

## 3.3. Purpose

The purpose of the SSPP is to establish formal mechanisms to be used by all departments to:

- Identify hazards associated with MV's systems;
- Eliminate, minimize or control these hazards;
- Coordinate and establish system safety throughout the company; and
- Provide a leadership safety document that is fluid and changing with MV's operating environments.

The SSPP will be used as a means of preventing injuries, accidents and other losses. It demonstrates MV's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the SSPP standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).

## 3.4. Scope

The SSPP applies to all organizational units affecting or affected by MV's operations, planning, procurement, testing, operation and maintenance activities.

## 3.5. Goals

The goals of the SSPP are as follows:

- Identify, eliminate, minimize and/or control safety hazards and their associated risks
- Provide a superior level of safety in transit and student transportation operations
- Support the safety efforts of the clients MV serves
- Achieve and maintain a superior level of safety in the company's work environment
- Comply with the applicable requirements of regulatory agencies
- Maximize the safety of future operations through the procurement process

## 3.6. Objectives

The following objectives provide a means of achieving the SSPP goals and measuring the effectiveness of MV's safety initiatives.

- Establish safety policies, procedures and requirements that integrate safety into decision-making and operations
- Assign responsibilities related to safety policies, procedures, and requirements
- Thoroughly investigate all accidents, fires, injuries and near misses
- Identify, analyze and resolve all hazards in a timely manner
- Meet or exceed safety requirements in specifications, equipment installation, and system testing, operations and maintenance
- Meet or exceed safety requirements in vehicle operations and maintenance
- Evaluate and verify operational readiness of new contracts
- Minimize bus and van system modifications on company vehicles in the operational stages by establishing and utilizing safety controls at system procurement and design stages
- Thoroughly evaluate the safety implications of all proposed system modifications prior to implementation
- Establish doctrines, standards, and procedures for employee qualifications, selection, training and performance
- Establish doctrines, standards, and procedures for scheduling

## 3.7. Introduction and System Description

MV operates transportation services on behalf of transit authorities, cities, counties, state agencies, airports, private and corporate entities, and any other bodies that desire high quality, cost-effective transportation services. By remaining true to its core values, MV has become one of the largest transportation management firms in the United States.

## 3.8. MV as a Company

In 1975, Feysan and Alex Lodde formed an agreement with the City of San Francisco to provide transportation to persons with disabilities. They acquired three vans and pioneered transportation of persons with disabilities fifteen years in advance of the historic passing of the American with Disabilities Act into law in 1990. The company was incorporated in the state of California in 1978. In 2012, MV moved its corporate headquarters to Dallas, Texas.

MV's subsidiary company, Vallejo Citizens Transit Corporation (VCTC) was founded in 1956.

**Paratransit**

Operating more demand-based, reservation-based transportation experience than any

other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 100 demand-based transportation services programs across North America.

**Fixed Route**

MV operates fixed route, flex route, commuter bus, and shuttle services in North America. The company delivers a unique understanding of the nuances of fixed bus services and how to accommodate the varying needs of the riding public.

**Pupil Transportation**

Through its subsidiary company Reliant Transportation, MV offers safe, reliable operation and maintenance of student transportation systems. MV provides standard home-to-school services and special needs services, extracurricular activity trips, as well as traditional pupil transportation services.

## 3.9. Measures of Service

Typical Modes of Service: Demand Response and Fixed Route

**Measure of Service Indicator Exposure**

- Fixed route
- Public bus stops, shelters, transit centers owned and maintained by MV's clients
- Paratransit
- Door-to-door, curb-to-curb, other
- Multi-modal services
- Special trip requests
- Outside public domain
- Charter
- Others

## 3.10. Operations

MV's transit operations department includes operations, vehicle maintenance and safety and training.

**Vehicle Maintenance**

The maintenance department is responsible for the day-to-day revenue vehicle maintenance and cleaning at MV's operating divisions. They also maintain support vehicles. There is more detailed information about this in Section 5.

**Safety and Training Group**

The safety and training department supports the entire operation to ensure that workers are knowledgeable, skilled and always focused on safety. There is more detailed information about this in Section 4.

## 3.11. Scope of Services and Organizational Structure

MV's scope of services includes operation of paratransit vehicles, transit buses and a fleet of non-revenue support vehicles. These are explained in detail in Sections 3, 4, and 5.

## 3.12. Elements of MV Transportation's Plan

APTA recognizes 26 elements for a system safety program plan. MV's plan includes all the elements, below in APTA's order:

**Element 1: Policy Statement and Authority for System Safety Program Plan**

This is listed in Section 1.2 of the SSPP.

**Element 2: Description of Purpose for System Safety Program Plan**

This is listed in Section 1.3 of the SSPP.

**Element 3: Clearly Stated Goals for Bus Safety Management Program**

This is listed in Section 1.5 of the SSPP.

**Element 4: Identifiable and Attainable Objectives**

This is listed in Section 1.6 of the SSPP.

**Element 5: System Description**

This is listed in Section 2.1 of the SSPP.

**Element 6: Control and Update Procedures**

This System Safety Program Plan will be reviewed every two years and updated as

needed by the senior vice president of safety and the executive vice president of risk management in consultation with the ESC and senior management. The SSPP committee, which is also called the ESC, will conduct reviews of all proposals for changes of the Plan. All proposed regulatory changes will be reviewed by the Committee and will be published as addenda to the SSPP.

If system changes occur, the senior vice president of safety, the executive vice president of risk management, the ESC chairperson and the committee will ensure that any changes outside a scheduled SSPP review are incorporated into the SSPP. Change bulletins may be issued within the two-year period, provided they are properly authorized by the committee and distributed throughout the company. The final decision of whether a change is issued as addenda or requires a revision and redistribution of the Plan lies with the senior vice president of safety, the executive vice president of risk management, the ESC committee chairperson and the committee.

**Element 7: Hazard Assessment, Recognition, Evaluation and Control**

Establish and maintain safe and healthful conditions by identifying hazards, evaluating their potential effects, developing ways to eliminate or control them and planning action priorities. MV uses numerous tools to recognize and evaluate hazards. Then, given the nature of the hazards identified, MV will take specific actions to control them.

MV's safety and training department is heavily involved in hazard evaluation and control. This department is responsible for conducting periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis.

All MV employees are responsible for hazard identification and reporting any potential hazards to their supervisor.

There is more information about this listed in Section 3.5.

**Element 8: Accident / Incident Reporting and Investigation**

This is listed in Section 4.3.

**Element 9: Facilities Inspections (Systems, Programs, Equipment and Rolling Stock)**

All operating facilities are subjected to periodic safety and maintenance program inspections/audits to ensure compliance with company policy and regulatory requirements. It is each general manager's responsibility to ensure ongoing inspections are conducted. It is the responsibility of each region's regional vice president to follow up on this audit task.

Facility inspections include monthly self-inspections, annual facility audits, preventive maintenance inspections, annual fire inspections and insurance underwriter inspections. MV's clients may also inspect the facilities. In many locations, MV's client provides the facility that MV occupies to conduct its business.

**Annual Facility Audits –** Each operating facility is subjected to a comprehensive audit by members of MV's corporate and regional maintenance and safety teams on an annual basis. Members of operations will also support this process by performing and documenting a monthly facility self-inspection. Standard inspection forms and photographs are used to document the condition of all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, conveyors, plumbing, electrical, and safety systems. These audits are used to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into annual budget plans.

**Preventive Maintenance Inspections –** Each operating facility has a scheduled preventive maintenance (PM) program that ensures the facilities and their equipment are inspected and serviced based on the manufacturers' recommendations. These inspections are performed by in-house staff and are typically on a quarterly basis. MV's client may incorporate additional inspection guidelines for those facilities that are client-owned.

**Fire Safety Inspections –** Each division is subjected to an unannounced fire inspection. These inspections are based on compliance with all jurisdictional fire and life safety codes.

Inspections are documented in the form of reports, with follow-up on any areas of identified weaknesses. These inspections should happen at least once per year.

**Insurance Inspections –** Each division is subjected to a scheduled inspection by MV's insurance provider on a recurring basis. Insurance inspectors conduct the inspections and provide written reports, documenting their findings and recommendations.

In addition to the above scheduled inspections, MV staff members conduct daily walk- through safety inspections at each operating facility. Transit centers and fixed route service bus stops are also subjected to routine safety and security inspections.

The goal of each of these inspections is to provide MV employees, the clients it serves and the riding public with safe, reliable, high-quality service at all of MV's locations.

**External Audits** – Audits of MV's local and corporate safety procedures and systems shall be used as directed by the vice president of safety.

**Element 10: Maintenance Audits and Inspections**

MV's safety compliance assessment involves the process of spot-checking maintenance documents such as DVI forms to find problems before they cause a negative situation. Each maintenance area performs internal inspections daily. There is more information in Maintenance Section 5.3. MV System Audits are covered in Section 8.2.

**Element 11: Rules and Procedures Review**

MV ensures that annual and biannual reviews and necessary revisions are performed for all safety rules/procedures or when a change in conditions may dictate such revisions. The ESC must approve any exceptions to this procedure.

The chief executive officer, the chief operating officer, the executive vice president of risk management and the senior vice president of safety must approve any exceptions to the Plan. The committee will make necessary changes to the Plan in accordance with the Procedures for Plan Revision found in Section 2.2, Element 6: Control and Update Procedures.

All safety rules and procedures in effect shall be reviewed and revised in accordance with any changes in all federal, state and local codes.

**Element 12: Training and Certification Review and Audit**

All MV training programs must be properly documented, regularly reviewed and updated as needed. Each training area must be reviewed and audited at least annually. All training will be reviewed to ensure it is being properly maintained and that employees are receiving required training. MV's safety and training department oversees this function. There is more information in Section 4.3.

**Element 13: Emergency Response Planning, Coordination, and Training**

MV, in conjunction with its clients has developed emergency procedures, drill procedures, and a drill schedule to conduct annual disaster and emergency response drills in each of its modes of transportation. Emergency procedures are available at each MV facility. These are covered in MV's System Security and Emergency Preparedness Plan (SSEPP).

Today's safety and health programs must address risks beyond the organization's walls. MV will develop contingency plans and "what-if" worst-case scenarios to plan for disasters, contractor activities and other liability exposures. These contingency plans will be practiced and modified as necessary to achieve optimum protection. MV will design and set up annual disaster and emergency training to ensure minimization of exposure. This is also covered in the SSEPP.

All MV bus operators and supervisors who are involved with the public must receive training in emergency operations and participate in emergency drills as part of their recurrent training. There is more information in Section 7.3.

**Element 14: Process for System Modification Review and Approval**

The SSPP was developed as a multidisciplinary document to identify, document, and coordinate the safety efforts of all personnel and all business units. During the process, dozens of documents, guidelines, manuals, policies and procedures were identified that outline the specific safety activities of various work groups. These items are identified as resource documents and are maintained, in most cases, in the

department to which they are related.

As MV's operations, facilities, business, and legal environments change, it may be necessary to amend or add to this Plan. When such amendment or addition to the Plan is proposed, it will be presented to the ESC for review and analysis. Appropriate documentation, analysis and concurrence by all departments/divisions impacted by the change will be required prior to submittal to the ESC.

If it is determined to be a necessary and prudent change, the approval of the appropriate regional vice president will be obtained before submittal to the president for final approval and adoption.

**Element 15: Safety Data Acquisition and Analysis**

MV's safety professionals conduct proactive safety and health activities, including periodic inspections of facilities and other occupational health assessments. Other activities include record keeping, conducting injury/illness/incident investigations and performance reviews. MV's safety professionals collect and analyze this data in order to identify patterns and make recommendations. Complete and accurate records are used to identify hazards as well as measure improvements in safety performance. Communication of safety data is managed electronically and through commercially available software.

MV continually reviews policies, procedures, standards, legislation and other activities designed to monitor and improve performance in safety.

**Element 16: Interdepartmental Coordination**

MV has continuing verbal and written communication procedures in place to ensure interdepartmental and interagency coordination is occurring. Use of the SSPP will help to achieve an open line of communication throughout the company and its clients.

MV understands that its real assets are people, not machinery. Employees must recognize their stake in a safe and healthy workplace. Employees will be involved in planning, implementation and improvement. Solutions to safety and health problems will be solicited from affected employees. MV will ensure its employees contribute to safety and health objectives through safety committees and teams. The safety and training department will also maintain a safety hotline on the internal website for all employees to use.

**Element 17: Configuration Management**

MV provides change control for its operations and those of its contractors through the system design and control process described in Section 7.6 of this document.

MV requires, as part of contract specifications, documentation in the form of operations manuals and "as-built" drawings for new acquisitions and overhauls of any owned vehicle rolling stock, system equipment and facilities. As required, certified and qualified vendor trainers also provide training to MV and its clients. There is

more information in the Configuration Management Section 5.5.

**Element 18: Employee Safety Program and Training**

New and transferred employees must become familiar with company policies and client procedures and learn how to perform their jobs safely and efficiently. MV uses on-the-job, classroom, and specialty training to contribute to a successful safety and health program. MV's program includes hazard recognition, regulatory compliance, and prevention. Training will be reinforced though regular follow-ups with both new and veteran employees. This document is also an integral part of the employee safety program.

Also as part of its employee safety program, MV will use general approaches to motivate employees and stress the role that visible management leadership plays in changing unsafe or unhealthy behaviors and attitudes. MV uses three motivational techniques on a regular basis: communication, incentives/awards/recognition, and employee feedback surveys.

Effective communication within the organization keeps employees informed about policies, procedures, goals, and progress. MV will spread the word about safety programs inside the company through the use of bulletin board notices, newsletters, meetings and other forums. Effective two-way communication between employees and managers is critical, as is publicizing safety information in the community, and these are the cornerstones of MV's safety and health programs.

Safety and health considerations are also important when planning for and staffing the company's work force. MV will research issues such as work safety rules, employee assistance programs, and requirements resulting from the Americans with Disabilities Act.

MV will comply with all laws and regulations, enhancing worker dignity, safety, health and productivity.

**Element 19: Hazardous Materials Plan**

MV has a hazardous materials management plan for divisions that must use alternative fuels and hazardous materials as part of their client requirements. This information is designed to assist local area Fire Departments in the event of an emergency. This document names an emergency contact position and lists the types and locations of chemicals stored at the facility.

**Element 20: Drug and Alcohol Programs**

MV has an extensive drug and alcohol program in place. MV's program goes beyond FTA guidelines and has zero tolerance for substance misuse. There is more information in the Drug and Alcohol Section 7.8.

**Element 21: Contractor Safety Coordination**

All contractor employees working on MV (or its clients') property must comply with all MV policies and procedures. If a contractor is not complying with the above requirements, MV reserves the right to terminate contractor operations until full compliance is achieved.

**Element 22: Procurement**

Operational safety and passenger safety are the highest priorities when defining vehicle and facility design requirements. Design criteria are established to ensure the equipment meets or exceeds all safety, flammability, and environmental requirements and meets all state and federal standards and regulations governing the specific equipment. MV's operations department works closely with all parties involved in any procurement.

**Element 23: Alternative Fuels and Safety**

MV has had a successful history of using alternative fuel vehicles when required by its clients. As a result, any safety and regulatory initiatives required in the use of alternative fuels have been met and followed by MV employees in support of MV's client needs. MV will continue to support the alternative fuel requirements of its clients on each individual contract.

**Element 24: Operating Environment and Environmental Compliance**

MV will ensure that its environmental compliance program covers compliance monitoring and contingency planning for emergencies. MV's program will include environmental management incorporating pollution prevention, waste minimization and source reduction. MV will track and provide all necessary documentation to ensure compliance with local, state and federal guidelines. The company meets individual client environmental requirements.

**Element 25: Security**

To emphasize the importance of security in all aspects of the organization, MV has established a set of security activities, which are documented in the System Security and Emergency Preparedness Plan (SSEPP). The overall goal of the security program is to maximize the level of security afforded to all passengers, employees and other individuals who come into contact with MV's services, as well as its vehicles and facilities.

To ensure that the SSEPP is successfully implemented, the senior vice president of safety and the group presidents are responsible for the direction and oversight of MV's security program for the purpose of providing safe and secure transit services. The plan complies with the Transit System Security Program Plan Guide (FTA-MA-90-7001-94-1).

**Element 26: Internal Safety Audit Process (Assessments, Audits, and Evaluations)**

MV will use a variety of evaluative tools to meet the needs of the organization, including self-assessments and voluntary regulatory assessments. Numerous resources will be accessed for conducting assessments, audits and evaluations, including the company's own internal staff such as regional vice presidents, safety vice presidents, and safety directors.

## 3.13. Paratransit Van and Bus System Service

MV provides paratransit and bus service to residents of more than 100 cities across the country. There is more information about MV's services in Section 1.2.

## 3.14. Operations

The operations department is responsible for managing and providing all MV operated transit service across the country. Some of the aspects of operations include:

- Providing paratransit and fixed route bus service for clients across the country;
- Leading and directing the operator and maintenance workforce;
- Monitoring service and the performance of bus operators to ensure that MV provides a safe, courteous, reliable and on-time service for the riding public;
- Providing evaluations of dial-a-ride service, routes, schedules, and facilities to determine the effectiveness of service and condition of amenities;
- Making route changes as needed at the request of clients;
- Coordinating two-way radio communication to all revenue and non-revenue vehicles, and receiving and relaying information to the proper sources to provide assistance and coordination for smooth service delivery;
- Monitoring bus services; and

- Coordinating special events planning and services in support of clients.

**Safety**

Road supervisors monitor service for safety, on-time performance, efficiency and compliance with operating rules. Ride checks also are performed periodically by supervisors to monitor operator performance.

**Accident / Incident Investigation**

Supervisors conduct the initial investigation and serve as an on-the-scene coordinator, which involves securing witness statements, documenting evidence, etc. Operations coordinates with the safety and training department on classification of all incidents concerning preventability. There is more information about this in Section 4.2.

**Driver's Licenses – Physical Examinations – Drug and Alcohol Policy**

Driver's license checks are conducted periodically. Motor vehicle reports are pulled annually for violations. Employees who have motor vehicle violations/convictions, DWIs, license suspensions or any other activity in excess of what MV policy allows are referred to appropriate managers for action. This function is now managed by risk management's operator qualification department out of Elk Horn, Iowa.

All employees receive a pre-employment drug test and are subject to random, post-accident, reasonable suspicion and return-to-work testing as defined in the MV Transportation Drug and Alcohol Policy. This program complies with all federal drug and alcohol testing laws and regulations for employees in safety-sensitive positions. The program is administered by the human resources department.

## 3.15. Maintenance

The maintenance division responsibilities focus upon the maintenance and repair of MV equipment, rolling stock, and facilities. These responsibilities include:

- Performing preventive maintenance inspections, corrective repairs, troubleshooting, campaigns and modifications, body shop repairs, vehicle servicing and cleaning of MV revenue and non-revenue rolling stock;
- Performing preventive and corrective maintenance of all MV mobile and portable radios, electronic fare boxes, surveillance equipment and fixed-end communications equipment for bus and paratransit operations where applicable;
- Maintaining and repairing operating facilities equipment, including all installed components and systems;
- Developing and implementing training programs for mechanics, supervisors and other maintenance personnel;
- Processing and administering all vehicle, equipment and facility warranties;
- Reviewing and monitoring consumable goods and services for contractual compliance to technical specifications and quality standards.

- Developing and implementing repair and maintenance procedures to ensure performance and service quality are optimized;
- Developing specifications, procedures, and requirements for the purchase, maintenance, and improvement of vehicles, equipment and facilities;
- Maintaining technical information related to the vehicles, equipment and facilities to ensure that assets are maintained in accordance with the manufacturers' recommended procedures; and
- Developing scope of work for construction and structural modifications to operating facilities and equipment performed through contractor liaison. Conducting oversight project management for operating facility and equipment modification construction contracts to ensure work is performed in accordance with engineering design specifications.

## 3.16. Systems Modifications

Proposed modifications often result from system observations, inspections, data analyses, hazard reports, accident investigations, and internal or external audits. Modifications may be proposed as a means of improving a system's efficiency, maintainability, and performance, or in order to eliminate or control hazards.

MV has established a formal system review and approval process to ensure that modifications do not negatively impact safety. The methodology used in addressing system modifications includes control, testing, and documentation (See paragraph 2.2, Element 17: Configuration Management).

# *4. Safety Activities – Executive Safety Committee*

## 4.1. Introduction – Control and Update Procedures

The CEO and COO have delegated responsibility for implementing the SSPP to the senior vice president of safety and executive vice president of risk management. The senior vice president of safety oversees the safety and training department, which in conjunction with the risk management department monitors SSPP implementation and maintenance.

The safety-related activities of the ESC are described in this section.

## 4.2. ESC Description

The MV ESC will consist of presidents, vice presidents, directors and general managers within the various departments and divisions of MV that have been identified as having a need to serve on the committee. The areas represented on this committee include operations, maintenance, safety, information technology and human

resources. The committee meets quarterly and is charged with reviewing and approving all company safety changes, affected system elements (facilities, equipment, etc.) and changes to the SSPP document. The committee members also are responsible for reporting information from their division safety subcommittees.

## 4.3. ESC Committee Chairperson and Chairperson Elect

The MV ESC elects the chairperson by general election vote from the committee members (to be approved). The committee chairperson will serve in the role as chairperson elect for the period of one year before assuming the role of chairperson. The committee chairperson is responsible for scheduling committee meetings, preparing agendas, requesting assistance from nonmembers and distributing ESC reports. The chairperson also is responsible for maintaining complete documentation of all ESC proceedings, including system modifications reviewed by the ESC. Responsibilities include providing administrative, coordination and analysis support for ESC activities. Reports from ESC members will be reviewed by the chairperson to ensure that required system safety activities are carried out. Reports of the committee activities will be issued quarterly to MV management. The chairperson will reside in their position for a period of one year. The chairperson elect will provide administrative support to the committee chairperson in their role.

## 4.4. ESC Member Responsibilities

All members of the ESC are responsible for participating in ESC meetings and assisting in its activities, as requested by the chair. During the scheduled ESC meetings, each member is to apprise the committee of any system safety issues, including proposed system modifications involving his or her department. The members will also report on the level of compliance with system safety requirements, including those pertaining to inspections, tests, maintenance, certification, procurement, training, employee communication, accident and incident investigations and procedures.

## 4.5. Methodology to Achieve SSPP Goals

The methodology used in achieving SSPP goals and objectives involves having all MV personnel take into consideration the safety implications of their decisions and actions. It uses a proactive approach that stresses looking at systems and proposed modifications to these systems from a safety perspective before losses occur.

The SSPP attempts to accomplish this through the following five steps:

1. Gaining an understanding of system functions and interrelationships among systems
2. Identifying the critical elements and steps necessary to ensure that existing or planned systems achieve the desired level of safety
3. Establishing a process in which management controls are used to ensure these safety critical elements and steps are consistently carried out
4. Monitoring systems to ensure compliance with these requirements

5. Improving the process by reviewing the effectiveness of management controls in achieving the desired level of safety, and modifying safety critical elements and steps on a continuing basis

While these five steps describe the methodology of the SSPP, they also can be used at any level of the organization as a means of maximizing the safety of all systems. The ESC has a role in executing the functions necessary to carry out this methodology, as do all departments and divisions. Specific safety-related tasks of the ESC are as follows:

- Coordinate system safety activities of the company
- Meet to evaluate and resolve system safety issues that have not been resolved at the department level
- Conduct special meetings as necessary at the request of executive management
- Compile pertinent system safety data and perform analysis to identify and assess operational risk
- Assign its members, as well as other departments, tasks as necessary to address system safety issues
- Request other entities within the agency to provide system safety support, such as data acquisition and analyses, field and laboratory testing, experimentation, etc.
- Assist in the investigation of accidents and incidents as appropriate or requested by executive management or an ESC member
- Review maintenance records and failure reports and analyses to identify safety problems related to maintenance activities
- Perform analyses to identify safety problems related to maintenance activities
- Evaluate proposed system modifications from a safety perspective
- Upon request, evaluate hazard resolutions proposed by other organizational units
- Use Committee consensus to develop hazard resolutions
- Bring feedback from department subcommittees back to the ESC
- Report activities of the ESC to the MV board of directors as needed

## 4.6. Hazard Identification and Resolution Process (MIL - 882D)

The process of identifying and resolving hazards in the system is based on the FTA and APTA's adaptation of U.S. Military Standard MIL-882D. It involves three stages: Hazard Identification, Hazard Assessment and Hazard Resolution. A description of this process follows:

### 4.6.a Hazard Identification

Hazard identification is a process whereby an attempt is made to discover conditions in the system which, if not altered, have the potential to cause accidents, injuries or other losses. All employees are charged with the responsibility of identifying and reporting conditions that have the potential to cause accidents, injuries or other losses. These conditions may be found in the form of physical hazards, unsafe actions, and policies

that create or fail to recognize hazards. There also may be certain employees who, through periodic field observations, review of incident and complaint data, and performance and complaint records, are identified as needing special counseling, retraining or re-assignment.

Potentially hazardous conditions also may be identified through other means, including those listed below:

- Reports from passengers and other individuals through contact with client customer service, field personnel or management personnel
- Reports from operators and other field personnel regarding hazards associated with agency vehicles, schedules, routes, policies and procedures
- Reports from maintenance personnel regarding equipment and facilities maintenance hazards
- Investigation and review of accidents and incidents by safety personnel
- Collection and analysis of accident statistics and risk management information systems data regarding safety, accident rates and claims reports
- Safety audits performed by knowledgeable system personnel
- Information, experiences and ideas from support departments
- Observations of facilities and operations in the workplace, including offices, by agency personnel

Conditions that have been identified as hazardous or potentially hazardous are reported to the department head and the MV ESC. The report may be made verbally or by use of a Hazard ID Form. If the department has not been able to correct the condition within 30 days of receipt of the verbal or written report, the item is placed on the agenda of the next meeting of the ESC.

## 4.6.b Hazard Assessment

Hazard assessment involves determining whether assuming some or all of the risk associated with a particular hazard would be acceptable and whether corrective action is called for. It involves hazard severity, hazard probability and risk assessment.

**Hazard Severity**

Hazard severity is a subjective measure of the worst credible mishap that could be expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure or malfunction, and/or procedural deficiencies. Using U.S. Military Standard MIL-882D, the ESC assigns one of four severity categories:

**Hazard Severity Table**

| Category | Description |
|---|---|
| 1 – Catastrophic | Death or system loss |
| 2 – Critical | Severe injury, severe occupational illness or major system |
| 3 – Marginal | Minor injury, occupational illness or system damage |

| | |
|---|---|
| 4 – Negligible | Less than minor injury, occupational illness or system damage |

**Hazard Probability**

The likelihood that a hazard will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical safety data. Hazard probabilities are ranked as shown in the following table:

**Hazard Probability Table**

| Probability Level | Description |
|---|---|
| A – Frequent | Likely to occur frequently. Continually experienced in the fleet/inventory. |
| B – Probable | Likely to occur several times in life of an item.<br>Likely to occur frequently in the fleet/inventory. |
| C – Occasional | Likely to occur sometime in life of an item.<br>Likely to occur several times in the fleet/inventory. |
| D – Remote | Unlikely, but possible to occur in the life of an item.<br>Reasonably expected in the fleet/inventory. |
| E – Improbable | So unlikely, occurrence is not expected. Unlikely to occur, but possible in the fleet/inventory. |

## 4.7. Risk Assessment

After assessment of the severity and probability of a hazard, key departments and the ESC will use a standard analysis. A determination will be made regarding acceptance of the risk or taking corrective action. Risk assessment issues of significant impact will be submitted to the CEO and the COO. This procedure also will be followed if there are issues where there is a lack of consensus by the department involved and the ESC.

**Risk Assessment Frequency / Severity Matrix**

| | Severity | | | |
|---|---|---|---|---|
| **Frequency** | **1 Catastrophi** | **2 Critical** | **3 Marginal** | **4 Negligible** |
| A – Frequent | 1/A | 2/A | 3/A | 4/A |
| B – Probable | 1/B | 2/B | 3/B | 4/B |
| C – Occasional | 1/C | 2/C | 3/C | 4/C |
| D – Remote | 1/D | 2/D | 3/D | 4/D |
| E – Improbable | 1/E | 2/E | 3/E | 4/E |

**Hazard Resolution**

After the risks are assessed, a plan is developed for resolution. There are essentially four choices in the hazard resolution process, as shown in the Hazard Resolution Table below.

**Hazard Resolution Table**

| Severity / Frequency | Resolution |
|---|---|
| 1/A \| 1/B \| 1/C \| 2/A \| 2/B \| 3/A | Unacceptable—correction required |
| 1/D \| 2/C \| 2/D \| 3/B \| 3/C | Unacceptable—correction may be required |
| 1/E \| 2/E \| 3/D \| 3/E \| 4/A \| 4/B | Acceptable—with review by CEO |
| 4/C \| 4/D \| 4/E | Acceptable—without review |

The following hierarchy is used to eliminate or control hazards in the system:

**Design for Minimum Risk:** Provisions are made in all designs for the identification and elimination of hazards through appropriate safety design concepts, such as fail-safe designs and redundancy. If the identified hazards cannot be eliminated, they are controlled through reducing the risk to an acceptable level.

**Use of Safety Devices:** Hazards that cannot be eliminated through design selection are reduced to an acceptable level of risk through the use of fixed, automatic or other protective safety design features or devices. The design provides for periodic functional checks of safety devices.

**Use of Warning Devices:** When neither design nor safety devices can effectively control an identified hazard, devices are used to provide timely detection of the

hazard and to generate adequate warning signals. The application of these devices shall be designed to minimize the probability of incorrect reaction to the warning by employees or other individuals.

**Provide Special Procedures:** Where it is impossible to eliminate or adequately control hazards through design, safety devices or use of warning devices, procedures and training are used to control the hazard. Precautionary notation is standardized and safety-critical tasks require certification through completion of MV-approved training courses.

When the ESC has reached a consensus, a recommendation is first presented to the chief operating officer. After approval, it is presented to the CEO. The CEO may accept, modify or reject the recommendation. If modified or rejected, the ESC is called into session for further review and recommendation. Upon final approval of the CEO, the resolution is placed into the hands of the responsible department for implementation.

## 4.8. Follow-Up

Follow-up of implemented resolutions is the responsibility of both the ESC and the involved department(s). Two primary methods are used:

- **Statistical Analyses:** Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable time period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics also can provide confirmation.
- **Audits:** Auditing of the implementation resolution includes selective interviewing of involved parties, surveillance, blind studies, and the use of inspectors. If the resolution is not fulfilling the original objective or if implementation is inadequate, the ESC will be responsible for taking appropriate action.

# *5. Safety Activities: Risk Management, Safety and Training*

## 5.1. Risk Management Department

The risk management department is responsible for the insurance program, claim management and third party contracts in MV. The risk management department also oversees the company's operator qualification files and maintains a file copy in Elk Horn, Iowa.

## 5.1.a Insurance Program

The purchase of commercial insurance is one of the risk-financing methods used by MV.

The risk management department is responsible for protecting the assets of the

company
through a systematic process of risk identification, assessment and evaluation of exposures and hazards that adversely affect members of the public, MV employees, and the company's property. Through risk identification and assessment, a determination is made of the probability and severity of potential losses. Safety and loss control programs are developed to modify and eliminate or reduce the risks of these exposures. Risks that cannot be eliminated or reduced to an acceptable level require financing through one of the following risk management techniques:

- Transfer of risk to third parties through contractual language and indemnification agreements;
- Transfer of risk through the purchase of commercial insurance; or
- Retention of risk through funded self-insurance programs.

Inspections of MV division facilities and fleet are carried out periodically by representatives of risk management and/or the safety and training department.

## 5.1.b Claims Management

The information developed during the administration and management of self-insured claims provides information to MV on the causes and contributing factors as well as the frequency and severity of accidents. This information is used by maintenance and operations personnel to identify areas of focus for safety education and training. The risk management data analyst enters safety and loss information into the risk management information system, which provides accessible and understandable loss data useful in the hazard identification process. This data is transferred over to MV's internal website for company management viewing.

Liability and workers' compensation reports are used in pinpointing critical safety concerns and areas in need of specific attention. Examples include losses by location/frequency claims by type of injury, losses ranked by total cost, losses identified by cause, and losses by division, department, location, route, etc.

Reports are distributed to management for use in determining problem areas or to identify certain individuals in need of specialized training. The systems safety section uses the reports to assist in analyzing safety trends and to monitor ongoing safety programs.

## 5.1.c Employee Work-Related Injuries

Employees involved in a work-related accident are required to report the accident to a department supervisor, who documents the accident using state-approved reporting forms. The claims adjuster classifies the type of accident before incorporating the claim into the administrative process.

MV has a formal return-to-work program, which encourages employees to return to work with restrictions in a modified duty assignment.

Reducing the frequency and severity of industrial accidents, through training programs, procedural changes or implementation of safety devices, is the joint responsibility of risk management and the affected division.

## 5.1.d Third Party Contracts

The risk management department reviews all contracts between MV and third parties to ensure that subcontractors have appropriate and adequate insurance coverage to protect the interests of MV, its employees and property, and clients that may be affected by the services provided by the subcontractor. Insurance requirements include, but are not limited to, general liability, workers' compensation, auto liability, and professional liability. MV requires Certificates of Insurance naming MV as additional insured to be received and approved prior to the beginning of subcontracted work.

## 5.2. Safety and Training Department

The safety and training department is responsible for all safety and training activities in transit operations.

Safety and training is involved in operations training program design and program implementation. Safety and training is responsible for ensuring all training program needs in operations are met and addressed. All new-hire bus operators are trained under safety and training's tutelage. Safety and training also works in partnership with human resources to ensure all special needs training is met for all operations employees.

Safety and training also is responsible for all safety activities as they relate to operations. This includes incident and injury reduction, employee health and welfare, and all safety- related aspects of public transportation. The senior vice president of safety is tasked with leading the MV ESC and shares the SSPP oversight responsibilities with the executive vice president of risk management. Elections will occur in the future for new chairs of the committee. The committee chair position changes annually. There is more information about this in Section 3.2.

## 5.2.a Safety and Training Compliance Procedures

The following outlines the policies and procedures of the safety and training department, which reports through operations.

**Operations Vehicle Incident Investigation**

Employees are required to immediately report and document incidents and injuries, no matter how slight. Bus operators complete a written report on incidents and/or injuries occurring on or near the bus. These reports are to be filled out before leaving the incident scene.

Supervisors from the division location involved are called to every incident and assist in controlling the incident scene, securing witness statements and performing the initial investigation. All incidents are reported to the company's 24 hour hotline telephone number within a few minutes of occurring. If needed, an independent adjuster will be dispatched to the scene.

Local safety and training managers are notified of all incidents. Depending upon the severity of the incident, a safety and training manager may be dispatched to the scene. Upon arrival, the safety and training manager serves as the lead investigator at the incident scene. The safety and training managers are trained and certified in Bus Accident Investigation by the Transportation Safety Institute (TSI).

The directors of safety are responsible for determining the classification of incidents as preventable or non-preventable. This is done with the help and support of the division safety and training manager. If the division location general manager disagrees with the area safety manager's ruling, it is brought before the senior vice president of safety for the final determination. The final decision may be appealed by bus operators. The vice presidents of safety and senior vice president of safety review all appeals.

If the incident is classified as preventable, the employee's general manager or his/her designee will conduct an evaluation and make a decision regarding the appropriate corrective or disciplinary action. Such decision will be made within ten working days of receipt of notification on preventability. Guidelines for making these decisions are outlined in the MV Employee Handbook and Safety Policy S-1 "Incidents – Determining Preventability".

**Additional Incident Investigation Process for Operations**

The road supervisor is the first responder to investigate all reported incidents/accidents. Additional personnel may respond to provide investigative assistance depending on the severity, including an assigned independent adjuster. The on-duty claims adjuster will be notified of all incidents classified as major events through the 24 hour hotline. All incidents, no matter how minor, will be called into the hotline immediately. A representative of senior management will respond to all fatality accidents and other catastrophic events.

Emergency medical services will be requested for any injured parties via the division or client dispatcher. The investigative team will coordinate its investigation with the investigating police agency and other MV personnel responding to the scene. The supervisor also will ensure that all parties directly involved will be identified (including potential witnesses) and contact information secured. The supervisor also

will ensure that courtesy cards will be distributed and collected. The supervisor will ensure that comprehensive scene photographs are taken and that a scene diagram is prepared. Key measurements also are to be recorded. If a road supervisor is unable to respond, the operator must use the supplied incident kit that he or she carries. The operator will also be responsible for taking pictures at the scene with the supplied camera in the kit.

All MV personnel will be subject to a drug/alcohol screen in accordance with MV Transportation's Zero Tolerance Policy.

All MV vehicle operators involved in an incident will complete an incident report form while still at the scene. Documents, courtesy cards, photographic film, scene diagram, and any other investigative material will be sent to MV's risk management claims department. Copies also will be kept and held at the location division. The risk management division will archive the file on any incident reports and on all fatality incidents. The National Transportation Safety Board (NSTB) will be notified on all MV incidents meeting the reporting criteria.

**Safety Ride Checks**

Safety ride checks are used to monitor bus and van operator safety-related performance, including speed, compliance with traffic regulations, vehicle handling, and other safety- related factors. MV requires a ride check on each operator twice a year.

Operators will be selected for targeted ride checks based on DriveCam history, customer complaints, accident history, disciplinary history, or at the request of management or client.

## 5.2.b Training and Certification Programs

Training programs designed to increase safety awareness are developed and taught by safety and training personnel. Training is used as a regular part of recurrent training as well as in response to specific problems identified in audits, safety check rides, and statistical analyses. Types of training experiences include:

- **LLLC Defensive Driving Program:** Mandatory training for all bus and van operators that teaches defensive driving concepts behind-the-wheel.
- **Monthly Safety Meetings:** Mandatory meetings attended by driving personnel where instruction is offered on safe driving techniques, accident avoidance, customer relations, radio usage, and other safety-related topics.
- **Monthly Small Group Location Safety Meetings (LSC):** In this version of the safety meeting, employees are invited in small groups for discussion and problem resolution with topics selected by the supervisor. An example of this is tool box safety meetings for mechanics.
- **Personal Emphasis Safety Training (PET):** This training is custom-designed to

address specific deficits in performance of employees. PET is accomplished with small groups of individuals, depending on the nature and severity of the identified safety problem(s). Identification is accomplished through audits, customer complaints, observation, or incident frequency.

- **Train-the-Trainer Behind-the-Wheel (BTW) Instruction Courses:** The safety and training department teaches a train-the-trainer course for all company BTW instructors. All BTW instructors must be certified to instruct operators.
- **TSI Bus and Van Training Certification:** All California BTW trainers must be certified by TSI's train-the-trainer instruction course. This is a four day course taught by TSI-certified instructors.

Other instructional events may include the use of safety videos played continuously in the ready rooms, DriveCam video counseling sessions, individual counseling during and after Safety Rides and Check Rides, and the following mandatory classes taught on an ongoing basis to employees. Some of the classes currently taught to bus operators are Customer Relations and Conflict Resolution, and the Ergometrics Passenger and Customer (START) Program.

## 5.2.c Employee Safety Programs and Training

The following outlines the safety and training department's responsibilities regarding employee safety programs and training:

- Oversee operations safety programs and activities;
- Oversee MV's safety training program;
- Submit recommendations to operations management to improve safety procedures and practices;
- Review training programs and documentation to ensure personnel receive comprehensive training and testing in safety areas;
- Ensure safety training for contractors and other non-MV personnel interfacing with sections of right-of-way in revenue service;
- Conduct safety studies as directed by the chief operating officer and group presidents;
- Investigate reported hazards;
- Review safety rules and procedures;
- Develop and maintain a statistical database for all operations safety records;
- Liaison with public safety agencies; and
- Liaison with its clients.

## 5.2.d Maintenance Safety Committee

The maintenance safety committee, a management/worker group, will meet regularly to discuss bus and bus maintenance safety issues. Issues that cannot be resolved are elevated to the MV ESC. (This committee has not yet been established but will be in the near future.)

# 6. *Safety Activities: Bus/Van Transportation and Maintenance*

## 6.1. Introduction

Service at MV is controlled by the operations department, which provides both bus/van and vehicle maintenance service facilities.

## 6.2. Operations Department

The operations department is responsible for providing all MV-operated bus and van maintenance services. The functional areas of the department responsibilities are bus operations and maintenance.

## 6.2.a Safety Rules and Procedures

The MV Employee Handbook defines rules and standard operating procedures and serves as the official handbook of MV for bus and van operators. Safety rules in procedures are covered in complete detail in the new MV Safety Culture Guide (under development).

## 6.2.b Safety Monitoring

Operations supervisors monitor bus and paratransit operations for safety, performance, efficiency, and compliance with operating rules. Ride checks and on-board evaluations are performed periodically by road supervisors and safety and training managers to monitor operator performance. All operators must have at least two ride checks a year.

## 6.2.c Accident / Incident Investigation

A road supervisor conducts the initial investigation and serves as an on-scene coordinator to secure witness statements, document evidence, etc. The safety and training manager coordinates with the director of safety for investigation of preventability. The company Incident Reporting Policy ensures consistency in reporting and follow-up company-wide.

## 6.2.d Safety Awards

The operations department conducts several award programs to encourage safe operating practices, including a national, regional and division Safe Operator Award, consistent with the National Safety Council Safe Driver Award Program. Awards are given for 1, 5, 10, 15, 20, and 25 years' safety record completion. A Professional Operator of the Year Award is also given at the division, regional, and national levels. A major criterion for this award is the avoidance of preventable accidents. MV is developing a short term Safety Award Program for bus and paratransit operators. This short-term awards program recognizes operators that complete a quarter and year without preventable incidents.

## 6.2.e Drivers Licenses

MVR checks are performed annually. Driver's licenses are checked when operators

check in with dispatch.

## 6.2.f Substance Abuse Program

Bus and paratransit van operators receive a pre-employment drug test and are subject to random, probable cause, and post-accident tests as defined in MV's Drug and Alcohol Policy and Procedures, in compliance with federal drug and alcohol testing laws and regulations for transportation workers in safety-sensitive positions.

## 6.2.g Maintenance Inspections

**State Safety Inspections –** Some MV maintenance facilities have technicians who are certified as State Safety Inspectors where this is required by state law. These individuals carefully monitor the expiration dates of the safety inspection stickers throughout their respective fleets and assure that all safety inspections are performed and documented in a timely fashion.

**Preventive Maintenance Inspections (PMI) –** All revenue, non-revenue, and off-road support equipment is subject to scheduled preventive maintenance inspection processes in accordance with the manufacturers' guidelines. The inspection processes afford the opportunity to proactively assure that MV's fleets are safe and well maintained. This is done to meet client contractual guidelines.

**Post-Accident Quality Assurance Inspections –** The maintenance department conducts formal post-accident inspections on MV vehicles when there is an indication that parts or vehicle system failure may have contributed to the accident. This is also supported by the safety and training department. Damage estimates are reported to the risk management department.

## 6.2.h Safety-Related SOPs

Maintenance personnel work with established safety-related SOPs, including Lock-Out/Tag-Out, hazards materials, and confined space procedures. Safety-related SOPs are developed by the safety and training department in cooperation with the maintenance department, and must be approved by management.

## 6.2.i Safety Manual

All maintenance employees will be issued an industrial safety manual (currently under development) applicable to the division to which they are assigned, through which they are instructed on the rules and regulations of MV shops that reflect the overall safety policies of the SSPP.

The manual addresses the following concerns: personal injury, hazardous material handling, personal protective equipment, housekeeping, tools, fire prevention, electrical (batteries) safety, welding, steam cleaning, painting, road calls, and material handling.

Employees must adhere to all standard procedures and posted signs and understand

the safe practices and conditions of each job prior to starting the assignment. Questions regarding safety of maintenance personnel or MV property are referred to the employee's immediate supervisor.

## 6.2.j First Aid

Supplies are maintained in all MV shops. Shift supervisors are trained to follow specific procedures in case of employee injuries. Depending on the condition of the employees, the shift supervisor may either allow them to return to work after receiving on-site medical attention or have them transported to a medical facility.

## 6.2.k Industrial Incident Investigation

The safety and training department investigates and reviews industrial incidents. When necessary, changes or additions to procedures, special communications or supplemental training are initiated to prevent future incidents.

If identified hazards from this process are beyond the control of routine procedures, they are referred to the MV ESC. Any major incidents are also reported to the chief operating officer, group presidents, regional vice presidents, vice presidents of safety, and the senior vice president of safety.

## 6.2.l Equipment and Facility Inspection

Daily inspections include equipment rooms, air compressors and AC units. Safety equipment, such as sprinkler systems, fire extinguishers and security alarms also are checked on schedules.

Reports of hazards and inoperative equipment generate specific, prioritized work orders. Safety-related items are always top priority. If a safety-related, top-priority hazard requires a special order for parts or tools to correct the situation, special privileges exist for obtaining these items.

## 6.3. Interdepartmental Coordination as it Pertains to Operations

This program plan formalizes the establishment of lines of safety communications between the safety and training department, the risk management department and individuals designated as safety coordinators, or focal points in MV divisions and departments. The safety coordinators will be formally appointed and charged with the authority and responsibility to interface with on-site management. The person typically is the location or division safety manager.

In each facility, a safety-trained and qualified employee will be assigned safety responsibilities including but not limited to:

- Conducting and monitoring maintenance toolbox safety meetings;
- Assisting to verify adherence to safety policy and procedures;
- Assisting the safety department in audits;
- Completing the MV hazard forms;

- Functioning as a motivational safety force and an example for other employees in their department; and
- Reporting findings to the MV safety committee.

## 6.4. Configuration Management

Configuration control procedures will be followed to assure that changes to facilities, hardware, and operating and support systems are not made without the review of the new configuration, to ensure the modified system meets all approved safety standards.

The safety and training department will include elements of configuration control in the safety audits and reviews they conduct.

The MV maintenance department also plays a key role in configuration management. It is responsible for all aspects of configuration management for revenue and non-revenue rolling stock. These responsibilities include:

**New Bus Purchases** – A project manager (PM) is assigned to work with the client for each new bus purchase. This is typically the general manager assigned to that contract. The PM is responsible for coordinating, monitoring and controlling all aspects of the new contract and the ultimate equipment configuration. A formal review of MV's technical specifications (usually provided by its client) is conducted in the manufacturing plant of each new bus contract to promote and assure full understanding of the required vehicular configuration. This is usually done in support of the client MV serves. A first article vehicle is then produced, reviewed and approved as representative of all production vehicles to be built under the terms and conditions of the bus contract. MV's maintenance inspectors may visit the manufacturing plant to monitor the contractor's in-plant inspection and configuration management. Upon final inspection, release, and acceptance by MV's maintenance department a post-delivery audit shall be conducted of the bus equipment and records to assure that the agreed-upon equipment configuration standards have been satisfied. MV's maintenance team conducts formal audits of the pre- and post-delivery processes.

# *7. Other Organizational Units*

## 7.1. Safety Activities: Other Organizational Units – Introduction

General safety-related responsibilities for all MV personnel are as follows:

**Department and Division Heads (Vice Presidents and Directors)**

Responsible for the safety of their departments and divisions, including employees, facilities, equipment, operations, and services provided.

**Operations General Managers**

Responsible for the safety of their divisions, including employees, facilities,

equipment, operations, and service provided. They are also responsible for evaluating and correcting hazards.

**Supervisors**

This position is responsible for the safety of their units, including employees, facilities, equipment, operations, and services under their supervision.

**Employees**

All MV employees are responsible for working safely and following established rules, procedures, policies and safe work practices.

All organizational units are responsible for hazard resolution as follows:

- Maintain a hazard identification and reporting system in each division that encourages employees to communicate unsafe conditions to management;
- Resolve hazards reported or identified through inspections, analyses, incident investigations, etc.;
- Use the process described in Chapter 3 for hazards and proposed system modifications as appropriate; and
- Follow up to ensure corrective actions are completed in a timely manner.

## 7.2. Human Resources Department

The human resources department is responsible for recruiting, compensation, benefits, employee relations, equal employment opportunity, training and development. In addition, the department is responsible for:

- Maintaining the drug and alcohol program;
- Labor relations;
- Uniform employee guidelines;
- Conducting training courses to promote professional development and safety; and
- Managing MV's Drug and Alcohol Policy and Procedures, including the administration of the drug/alcohol testing program listed in Section 7.8.

## 7.3. Business Development Department and Public Relations

The business development and public relations departments are responsible for sales, advertising and marketing, audio/visual graphics, website, promotional events and external communications. They are charged with finding and building new business for the company.

The department also plays a key role in providing safety-related information to MV's clients through advertising, fliers, posters and the news media. Dissemination of information to the news media includes providing details regarding accidents or safety-related incidents.

The safety aspects of MV's operations are a major part of the business

development department's advertising and public information materials. The availability of MV's services and how to use them are topics explained in fliers, brochures and other publications.

The department helps coordinate public education efforts regarding safety around MV's services for the clients it serves.

## 7.4. Legal Issues

The risk management department works with its insurers to defend MV against all tort and workers' compensation claims, and defends MV in other areas. Some of risk management's legal coverage issues include:

- Monitoring legislation, regulatory and case information in order to ensure that MV's procedures are compliant;
- Notifying department vice presidents, directors and managers when liability or safety issues are identified in the course of case investigation or litigation; and
- Reviewing contract language in the use of subcontractors for MV's clients.

## 7.5. Procurement Handled by the Operations Department

Operational and passenger safety are the highest priorities when defining vehicle design requirements. Design criteria are established to ensure the equipment meets or exceeds all safety, flammability and environmental requirements, and meets all state and federal standards and regulations governing the specific equipment in effect at the time. Conditions covered in the contract specifications include verification of compliance, commencing with the design phase and periodic inspections and testing during the construction phase performed by qualified consultants. A thorough inspection and system testing is performed before the equipment is conditionally accepted.

The purchasing process begins with the preparation of a request that is submitted to operations management. Advance planning includes considering safety, technical, business, management, and other issues in controlling acquisition from inception to completion.

The procurement area of operations works in conjunction with the safety and training department purchasing personal protective equipment for employees, controlling chemicals and other hazards in the workplace, mandating safety requirements in specific contracts and requiring compliance from specific vendors and clients with MV's safety requirements.

Operations require the vendor to attach a Safety Data Sheet (SDS) with each hazardous chemical shipment in order for it to be accepted into MV's shops. Each maintenance facility must have an approved chemical inventory list available for employees with the hazard communication information containing SDS sheets. The maintenance department has a process of visually inspecting select parts, components

and materials. Some of the responsibilities include:

- Ensuring the procurement process complies with established procedures for evaluating materials and products for use by MV;
- Developing, maintaining, and utilizing a list of hazardous materials and equipment;
- Enforcing procurement restrictions and other procurement procedures;
- Adhering to safety procedures related to hazardous substance acquisition, handling, labeling, storage, disposal, and record keeping; and
- Ensuring that subcontractors meet requirements related to the safety of MV employees, property, and the public.

**Safety-Related Procurement Tasks Include:**

- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with safety department personnel;
- Including safety performance standards on equipment specifications;
- Establishing procedures that require safety department coordination for identification and purchase of safety-critical/hazardous materials;
- Annually reviewing inventory requirements for defined safety-critical items;
- Reviewing and coordinating with risk management and safety and training departments as required for each proposed contract to determine any safety implications, including whether safety performance standards should be specified;
- Assigning responsibility for monitoring the safety provisions of each contract to the project manager/contracting officer, who will coordinate with the safety and training department; and
- Assigning responsibility for monitoring storage safety by inspecting housekeeping standards to identify slip, trip and fall hazards to improve the work environment.

## 7.6. Information Technology Department

The Information Technology (IT) department is responsible for application development and maintenance, database administration, computer operations, local and wide area networks, office automation, telecommunications, budgets and procurement, data security, computer inventory, and asset management. Also, the IT department is responsible for maintaining and updating the IT recovery plan, that provides procedures and instructions for dealing with emergency computer failure situations affecting MV data center operations.

# *8. Required Safety Doctrines*

## 8.1. Understanding

The creation and maintenance of a safe and healthy working environment and the use of safe methods, practices and procedures are important objectives of MV. It is

management's aim to see that MV's operations are conducted in a manner that will not endanger the well- being of its employees, patrons, community or the public.

Several written programs address safety requirements for all MV employees. The following section outlines the major safety initiatives and the referenced documents used to manage and maintain safe MV operations. A majority of the safety requirements for all employees can be found in the Industrial Safety Program (still being developed) and Employee Handbook.

## 8.2. Safety Training

This is listed throughout the SSPP under the various departments and divisions.

## 8.3. Fire Protection

Auditing of compliance to fire protection requirements will be accomplished through the use of emergency drills, inspections, incident investigations and periodic testing of fire protection and fire suppression systems. Training activities will be monitored for content and accomplishment.

Fire protection and life safety requirements for MV operations in all modes of transportation will be coordinated with the jurisdictional Fire Departments and County Fire Marshal's Office, emergency medical services and disaster preparedness groups. This will be in support of the division locations' client needs.

**Agreements / Arrangements**

Arrangements on fire and life safety equipment and procedures will be prepared by MV and approved by jurisdictional fire departments. This is also covered in the SSEPP (see below).

## 8.4. System Security and Emergency Preparedness Plan (SSEPP)

MV's System Security and Emergency Preparedness Plan provides a source of information outlining the overall policies to be used in implementing emergency operating procedures to ensure the safety of passengers, employees and fire/rescue personnel during emergencies involving MV client systems.

The System Security and Emergency Preparedness Plan (SSEPP) includes MV facilities, employees, subcontractors and guests. The SSEPP also covers issues associated with the public, terrorist activities and other bus emergencies. These plans ensure:

- Notification by MV of an emergency condition;
- Response of fire/rescue emergency services; and
- On-scene command and control and specific actions in an emergency situation.

This information is contained in more detail in the MV System Security and Emergency Preparedness Plan (SSEPP).

**Inspections and Investigations**

All new facilities will undergo pre-acceptance inspection by the safety and training department to ensure compliance with applicable codes and ordinances. This is typically performed by a director of safety. Current operational facilities and systems receive a formal fire and safety inspection once a year by MV safety personnel through annual facility audits. Incidents involving equipment, vehicles, and facilities will be investigated in conjunction with local fire departments and other appropriate agencies. The risk management department also coordinates and schedules annual loss-control inspections by insurance company representatives. All fire suppression systems undergo annual maintenance with the support of MV's clients.

## 8.5. Hazard Communication (HAZCOM)

MV has an ongoing hazard communication program, which is taught to all new employees who work with or could be exposed to chemicals in their work environment. All affected employees also receive annual training. The program is designed to inform employees about the following:

- The "Right to Know" and "Right to Understand" Laws;
- Workplace chemical lists;
- How to read and interpret information on labeling systems;
- How to read and interpret information on Safety Data Sheets (SDS);
- Physical and health hazards in the workplace;
- Protective measures, specific work procedures and personal protective equipment; and
- Methods and observations to detect the presence or release of a hazardous material.

## 8.6. Lock-out/Tag-out

MV has developed Energy Control Procedures also known as Lock-out/Tag-out Procedures. Training for these procedures is conducted initially for new employees and annually for existing employees. The written procedures outline the following:

1. Basic rules for using lockout and tag-out procedures;
2. Sequence of lock-out and tag-out system procedures;
3. Restoring machines or equipment to normal production operations; and
4. Procedures involving more than one person.

Details of the Lock-out Tag-out program are provided in MV's Lockout – Tagout Control of Hazardous Energy Program.

## 8.7. Environmental Management Program

From the identification of a transit need through the stages of project design, initiation and operation, environmental safety and compliance are primary considerations. MV uses a multidisciplinary approach to environmental safety and compliance that supports all aspects of existing operations as well as the future. MV is committed to the principles and practices of environmental responsibility and strives to make decisions that are based on an understanding of environmental consequences, and to take actions that protect, restore and enhance the environment.

## 8.8. Drug and Alcohol Program

MV has adopted a comprehensive drug and alcohol policy. As mentioned in the human resources Section 6.2, the human resources compliance director is responsible for administering this program.

MV developed its drug and alcohol misuse program to promote the safety of its patrons and employees by encouraging a drug-free workplace and by undertaking affirmative measures to deter and detect the use of illegal drugs and alcohol misuse in the workplace.

The policies and procedures conform to the drug and alcohol regulations of the United States Department of Transportation's (DOT) Federal Transit Administration (FTA) and are intended to accomplish the objectives of those regulations. The policy identifies employees subject to testing, testing requirements, prohibited behavior, consequences of positive results, and resources for employee assistance and rehabilitation. MV also has extended the policy beyond FTA guidelines to Zero Tolerance.

Participation by covered employees in MV's prohibited drug use and alcohol misuse program is a condition of employment. Supervisors must not permit a safety-sensitive employee to perform his/her job function if the employee has violated any provision of the policy.

**Covered Employees**

All employees who perform safety-sensitive functions for MV are subject to the drug and alcohol testing provisions set forth in the FTA regulations. The four categories of safety- sensitive functions are as follows:

**Brief Description**

- Revenue vehicle operations (in or out of service)
- Revenue vehicle and equipment maintenance
- Revenue vehicle control/dispatch
- CDL/non-revenue vehicle operations

**Circumstances for Testing**

FTA requires that drug tests be given to safety-sensitive employees in the following

circumstances:

- Pre-employment (new hires/employees transferring from non-safety-sensitive functions to safety-sensitive functions and employees who have not performed a safety-sensitive function for 90 consecutive days (regardless of reason)
- Reasonable suspicion
- Post-accident
- Random

## 8.9. New Systems Design and Control Safety Procedures

Verification of compliance with safety requirements contained in the specifications is accomplished by using coordinated reviews of contractual documentation, system design reviews, assessment of failure modes and criticality analyses, fault-free analysis, and preparation of test results. During this verification effort, adherence to configuration control and other appropriate management procedures are also assessed.

Procurement of new systems such as facilities, equipment, buses, vans, and non-revenue vehicles will include safety requirements in specifications, design reviews, testing, configuration control, and periodic safety evaluations. Most of the time, MV will procure equipment at the request of its clients.

## 8.9.a New Systems User Requirements

It is the responsibility of the department drafting the specifications for the equipment, system, or facility to assure that safety requirements are included in procurement specifications. Requirements for safety review of new systems or system modifications are included in a subsection of this plan. Consideration is given to the following:

- Compatibility with the safety features, design and procedures of existing MV systems usually taken over at the request of its clients;
- Initial staff training for new systems and new divisions;
- Avoidance, elimination, or reduction of identified safety hazards by design change, safety devices, and parts or materials selection;
- Location of equipment components so that access by personnel during operation, maintenance, repair, or adjustment activities do not require exposure to hazards such as electrical shocks, burns, sharp edges or points, and dangerous or toxic materials;
- Design to minimize severe damage to equipment or injury to personnel in the event of an incident; and
- Provision of suitable warning and caution notes in instruction for operation, assembly, maintenance and repair, and distinctive markings for personnel protection on hazardous components, equipment, and facilities.

## 8.9.b New Systems Safety Design Review

Safety design reviews are an integral part of all acquisition processes for MV facilities, systems, and equipment. Safety design reviews must be conducted to assess the compliance of facility or equipment design with specified safety requirements and to ensure that the safety of existing MV equipment is not degraded by the addition of new divisions, facilities, or equipment. Safety reviews are normally carried out as an integral part of MV's operations pre-service inspections.

## 8.9.c New Systems Specifications

Basic safety and user requirements will be included in procurement specifications and coordinated with appropriate staff. As a new facility, new division, system or equipment change specifications are proposed, responding subcontractors will be required to resolve hazards in accordance with MV-established order of precedence:

- **Design for minimum hazard.** The major effort during the design phase of a contract is to select appropriate safety design features such as fail-safe and redundancy.
- **Safety Devices.** Hazards that cannot be eliminated through design must be reduced to an acceptable level through the use of appropriate safety devices.
- **Warning Devices.** Where it is not possible to preclude the existence or occurrence of a hazard, devices must be employed for the timely detection of the condition and the generation of an adequate warning signal.
- **Special Procedure.** Wherever it is not possible to reduce the magnitude of an existing or potential hazard through design or the use of safety and warning devices, the development of special procedures to control the hazard is required.

Subcontractors who provide systems, subsystems or equipment that affect safe movement of vehicles (bus, van, and other services) or passenger/employee safety, are required to establish and maintain a safety program in accordance with MV that defines objectives, tasks, procedures, schedules and data submittals for the safety activities that will be performed by the subcontractor.

Acceptance testing must include procedures that assess compliance with the safety requirements of the procurement specification during substantial completion.

## 8.9.d New Systems Acceptance Testing and Inspection

Inspections of new facilities and installation of equipment occur upon completion of acceptance testing. Completing inspections of goods, services, and facilities ensure they conform to purchase requirements, terms, and conditions prior to acceptance.

### 8.9.e New Systems Configuration Management

Configuration management requirements will be included in major contracts, to assure that changes to the design of equipment and facilities are adequately documented and approved by MV.

### 8.9.f Construction Safety Plan

This defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All subcontractors working for MV should comply by submitting and having a Construction Safety Plan.

### 8.9.g Drug-free and Alcohol-free Workplace Policy

All MV subcontractor personnel in safety-sensitive positions must comply with this policy.

# 9. *Updates, Audits and Regulatory Agencies*

## 9.1. Implementation / Revisions

### 9.1.a Updates

The SSPP will be updated every two years or upon demand if warranted.

The MV ESC will take prime responsibility for implementation of any revisions. The ESC also will assess the effectiveness of the SSPP, develop and propose changes and solicit internal and external review.

Events which may require revision include the following:

- Service changes;
- New or retrofitted equipment or vehicles;
- New facilities;
- Organizational changes and reassignment of functions; and/or
- Changes in safety policies, goals and objectives.

The assigned document control person of the ESC will distribute controlled copies of revised pages, and recipients will return confirmation of receipt. Revision pages will include a revision number and date of applicability.

## 9.1.b Audits

An internal safety and audit program will be established and audits performed by the Systems Safety Section, to measure the effectiveness of the SSPP in achieving the objectives of the plan and compliance with its requirements. Program activities include the following:

- Ensuring adequate on-the-job safety surveillance during system maintenance, operation and modification;
- Determining compliance with management safety policies as contained in the SSPP;
- Determining compliance with operating rules, regulations, standards, codes and procedures; and
- Recommending specific corrective action plans to eliminate or minimize the effects of any deviations from compliance.

## 9.1.c Audit Responsibilities

Regional vice presidents and general managers will be responsible for conducting the audits with the help of the safety and training department. The safety and training department helps provide the independent nature of the audit process, as other organizational units are primarily involved with implementation of the audit items. Other organizational units are required to cooperate with the audit.

## 9.1.d Audit Schedule

Audits will be announced in advance by the CEO or COO to ensure the full support and participation of each department. An audit of a division will be conducted at a minimum of every two years.

The audit may include the use of unannounced inspections and spot audits as determined by the CEO or COO, group presidents, regional vice presidents, and the MV ESC.

## 9.1.e Audit Content

The following functions will be addressed in the audit:

- Facility inspections;
- Maintenance audits and inspections;
- Manpower and staffing;
- Rules and procedures;
- Training and certification;
- Emergency response planning, coordination and training;
- Safety data acquisition and analysis;
- Interdepartmental and interagency coordination;

- Configuration management;
- Employee safety programs;
- Hazard materials programs;
- Drug and alcohol abuse programs; and
- Procurement.

A list of specific items to be audited will be developed in advance, including checklists that address both quantitative and qualitative aspects of performance. Organizational units will be given time to produce documentation related to checklist terms.

### 9.1.f Follow-Up / Action Plans

Departments and other organizational units are responsible for implementing their respective approved recommendations and action plans within the established time frames.

### 9.1.g Documentation

The safety and training department, operations, and IT through MV's internal website will maintain audit documentation, including reports to the CEO, COO, group presidents and regional vice presidents and to individual divisions or departments.

### 9.1.h External Safety Audits

Periodic external audits may be required by local, state and federal agencies. The general manager of the corresponding division will coordinate the scheduling of such audits.

## 9.2. Regulatory Agencies

The following are the major local, state, and federal agency interfaces that affect safety for MV:

### 9.2.a Local Regulatory Agencies

The local interfaces are specified with all member clients regarding operations, maintenance, and emergency planning and response activities.

### 9.2.b State Regulatory Agencies

The individual states are responsible for developing and enforcing environmental regulations regarding air, water and noise pollution, and hazardous materials regulations. MV will comply with each state's needs.

### 9.2.c Federal Regulatory Agencies

The Department of Transportation (DOT) issues regulations affecting transit operations including those related to the Americans with Disabilities Act (ADA) and

drug/alcohol testing of employees.

The Federal Transit Authority (FTA), a division of DOT, is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.

The Occupational Safety and Health Administration (OSHA) is responsible for developing and enforcing federal regulations related to workplace safety, including maintenance shops, offices and field activities which serve as guidelines to the MV operations. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.

The Environmental Protection Agency (EPA) is responsible for developing and enforcing federal regulation related to air, water and noise pollution, and hazardous materials regulation.

The National Transportation Safety Board (NTSB) is an independent federal agency responsible for investigating transportation accidents and making recommendations to prevent similar accidents from occurring.

# System Security and Emergency Preparedness Plan



# System Security and Emergency Preparedness Plan

May 2018

MV TRANSPORTATION, INC.
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Dallas, TX 75204
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# *Section 2. Foreword*

## 2.1. Policy Statement

It is the objective of MV Transportation, Inc. ("MV") to provide safe, secure and reliable service for its passengers and employees. To demonstrate this commitment, MV has developed this Security and Emergency Preparedness Program Plan.

MV has a sincere concern for the welfare and safety of its employees, contractors, and public safety partners, as well as the public it serves. The operation of MV requires a continual emphasis on security, from the procurement of new systems and equipment, through the hiring and training of employees, to the management of the agency and the provision of service. The security function must be supported by an effective capability for emergency response, both to support resolution of those incidents that occur on transit property and those events that affect the surrounding community served by MV.

This plan describes the policies, procedures and requirements to be followed by management, maintenance and operating personnel in order to provide a secure environment for agency employees, volunteers, and contractors, and to support effective emergency response. All personnel are expected and required to adhere to the policies, procedures, and requirements established herein and to properly and diligently perform security-related functions as a condition of employment or support for MV.

The security function must be supported by effective emergency response capabilities to ensure that security-related incidents involving operations and services are responded to, resolved and recovered from quickly, safely and efficiently. To this end, MV management will provide leadership in promoting safety, security and emergency preparedness throughout the organization. The general manager and management staff will be continually and directly involved in formulating, reviewing and revising security and emergency preparedness policies, goals and objectives.

All of MV's employees are governed by the requirements and terms of this plan, and must conscientiously learn and follow prescribed security and emergency rules and procedures. Employees shall make safety a first concern when using equipment, tools and materials. They shall be properly trained in the work rules and procedures for their area(s) of responsibility, including contingency plans for abnormal and emergency conditions. Each employee shall take an active part in the identification and resolution of security concerns.

Supervisors shall actively participate in all activities regarding security and emergency preparedness; shall fully cooperate with the policies and objectives specified in this plan; and shall receive the full cooperation and support of executive management in their activities for improved security and emergency preparedness.

Note: The references herein to "MV" or "MV Transportation" describe MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

## 2.2. SSEPP Program Plan Revision History

| Date | Revision | Description of Change |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

This Plan must be updated annually.

## 2.3. Reference Documents

The following are resources used to develop the policies and procedures documented in this SSEPP:

Title: **Transit System Security Program Planning Guide**
Author(s): John Balog and Anne Schwarz
Year: 1994
Sponsoring Agency: Federal Transit Administration (FTA)
Volpe Report #: DOT-VNTSC-FTA-94-01
DOT Number: FTA-MA-90-7001-94-1
NTIS Number: PB94-161973
Available: http://www.transit-safety.dot.gov

Title: **Transit Security Handbook**
Author(s): Annabelle Boyd and James Caton
Year: 1998
Sponsoring Agency: Federal Transit Administration (FTA)
Volpe Report #: DOT-VNTSC-FTA-98-03
DOT Number: FTA-MA-90-9007-98-1
NTIS Number: PB98-157761
Available: http://www.transit-safety.dot.gov

Title: **Critical Incident Management Guidelines**
Authors: Annabelle Boyd and James Caton
Year: 1998
Sponsoring Agency: Federal Transit Administration (FTA)
Volpe Report #: DOT-VNTSC-FTA-98-05
DOT Number: FTA-MA-26-7009-98-1
Available: http://www.transit-safety.dot.gov

Title: **Transit Security Procedures Guide**
Author(s): John Balog and Anne Schwarz
Year: 1996
Sponsoring Agency: Federal Transit Administration (FTA)
Volpe Report #: DOT-VNTSC-FTA-94-08
DOT Number: FTA-MA-90-7001-94-2 9
Available: http://www.transit-safety.dot.gov

Title: **Emergency Preparedness for Transit Terrorism**
Authors: Annabelle Boyd and John P. Sullivan
Year: 1997
Sponsoring Agency: Transportation Research Board
Report Number Transit Cooperative Research Program Synthesis Number 27
Web site: http://nationalacademies.org/trb/publications/tcrp/tsyn27.pdf

Title: **Perspectives on Transit Security in the 1990s: Strategies for Success**
Author(s): Annabelle Boyd and Patricia Maier
Year: 1996
Sponsoring Agency: Federal Transit Administration (FTA)
Volpe Report #: DOT-VNTSC-FTA-96-02
DOT Number: FTA-MA-90-7006-96-01
NTIS Number: PB96-185871
Available: http://www.transit-safety.dot.gov

Title: **Transit Security in the 90s**
Author(s): Kathryn Powell and Annabelle Boyd
Year: 1996
Sponsoring Agency: Federal Transit Administration (FTA)
Keywords: Local transit-Security measures
Volpe Report #: DOT-VNTSC-FTA-96-11
DOT Number: FTA-MA-26-9009-97-01
NTIS Number: PB97-146989
Available: http://www.transit-safety.dot.gov

Title: **Protecting Surface Transportation Systems and Patrons from Terrorist Activities – Volume One**
Author: Brian Michael Jenkins
Year: January 1997
Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies
Report Number: IISTPS 97-4
Full text available at:
http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm

Title: **Protecting Surface Transportation Systems Against Terrorism and Serious Crime – 2001 Update**
Author: Brian Michael Jenkins
Year: October 2001
Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies
Report Number: IISTPS 01-7
Full text available at:
http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm

Title: **Improving Transit Security**
Authors: Jerome A. Needle and Renee M. Cobb, J.D,
Year: 1997
Sponsoring Agency: Transportation Research Board
Report Number Transit Cooperative Research Program Synthesis Number 21
Web site: http://nationalacademies.org/trb/publications/tcrp/tsyn21.pdf

## 2.4. Glossary of Terms

| | |
|---|---|
| Emergency: | A situation which is life threatening to passengers, employees, or others, or which causes damage to any transit vehicle or facility or results in the significant theft of services and reduces the ability of the system to fulfill its mission. |
| Fatality: | A transit-caused death that occurs within 30 days of the transit incident. |
| Injury: | Any physical damage or harm to a person that requires immediate medical attention and hospitalization. |
| Safety: | Freedom from danger. |

| | |
|---|---|
| Security: | Freedom from intentional danger. |
| Security Breach: | An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment. |
| Security Incident: | An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but may result in a minor loss of revenue. |
| Security Threat: | Any source that may result in a security breach, such as a vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc. |
| System: | A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training) which are integrated to perform a specific operational function in a specific environment. |
| System Security: | The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life to reduce threats and vulnerabilities at the most practical level and through the most effective use of available resources. |
| Systems Management: | An element of management that defines the system security requirements and ensures the planning, implementation, and accomplishments of system security tasks and activities. |
| System Security Program: | The combined tasks and activities of system security management and system security analysis that enhance operational effectiveness by satisfying the security requirements in a timely and cost-effective manner through all phases of a system life cycle. |
| Threat: | Any real or potential condition that can cause injury or death to passengers or employees, or damage to or loss of transit equipment, property, and/or facilities. |
| Threat analysis: | A systematic analysis of a system operation designed to identify threats and make recommendations for their elimination or mitigation during all revenue and non-revenue operation. |

Threat Probability: The probability a threat will occur. Threat probability may be expressed in quantitative or qualitative terms. An example of a threat-probability ranking system is as follows: (a) frequent, (b) probable, (c) occasional, (d) remote, (e) improbable, and (f) impossible.

Threat Resolution: The analysis and subsequent action taken to reduce the risks associated with an identified threat to the lowest practical level.

Threat Severity: A qualitative measure of the worst possible consequences of a specific threat:

Category 1 – Catastrophic. May cause death or loss of a significant component of the transit system, or significant financial loss.

Category 2 – Critical. May cause severe injury, severe illness, major transit system damage, or major financial loss.

Category 3 – Marginal. May cause minor injury or transit system damage, or financial loss.

Category 4 – Negligible. Will not result in injury, system damage, or financial loss.

Unsafe Condition or Act: Any condition or act that endangers life or property.

Vulnerability: Characteristics of passengers, employees, vehicles, and/or facilities that increase the probability of a security breach.

# *Section 3. Introduction*

## 3.1. Background

Vulnerabilities of public agencies, and the communities they serve, to acts of terrorism and extreme violence have increased over time. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the critical infrastructure protection agenda, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, MV has developed this System Security and Emergency Preparedness Plan (SSEPP). This SSEPP outlines the process to be used by MV to make informed decisions that are appropriate for our operations, passengers, employees and communities, regarding the development and implementation of a comprehensive security and emergency preparedness plan.

As a result of this plan, MV hopes to achieve not only an effective physical security program, but also to enhance coordination with the local public safety agencies. Better communication will increase awareness of MV's resources and capabilities, and improve the company's readiness to support efforts to manage community-wide emergencies.

In order to be effective, the activities documented in this SSEPP focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which it can track and monitor progress in resolving these issues.

## 3.2. Authority

The authority for implementing the SSEPP resides with MV Transportation's CEO and/or COO, MV employees, and the client.

This SSEPP has been developed in cooperation with the United States Department of Transportation's Federal Transit Administration (FTA), and the FTA's System Security and Emergency Preparedness Training and Technical Assistance Program. This Program supports efforts to address requests from the Department of Homeland Security and the administrator of the FTA to review the current levels of protection, and to integrate security and emergency preparedness more fully into MV's operations.

## 3.3. Purpose, Goals and Objectives of SSEPP

This plan demonstrates the process for addressing system security and emergency preparedness:

**System Security –** The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life, to reduce threats and vulnerabilities at the most practical level and through the most effective use of available resources.

**Emergency Preparedness –** A uniform basis for operating policies and procedures for mobilizing transit agency and other public safety resources, to assure rapid, controlled, and predictable responses to various types of transit and community emergencies.

The SSEPP will support MV's efforts to address and resolve critical incidents on its property and within its community.

**Critical Incidents –** may include accidents, natural disasters, crimes, terrorism, sabotage, civil unrest, hazardous materials spills and other events that require emergency response. Critical incidents require swift, decisive action from multiple organizations, often under stressful conditions. Critical incidents must be stabilized prior to the resumption of regular service or activities.

Critical incidents often result from emergencies and disasters, but can be caused by any number of circumstances or events. Successful resolution of critical incidents requires the cooperative efforts of both public transportation and community emergency planning and public safety agencies.

MV has established criteria for a critical incident:

| Element of Definition | Agency Threshold |
|---|---|
| **Service Interruption** | Inability to provide service |
| **Duration of Interruption** | 2 hours (system-wide)<br>24 hours (single route) |
| **Injuries and Fatalities** | 2 or more injuries requiring hospitalization<br>1 or more fatalities |
| **Dollar Amount of Property Damage** | > $10,000 |

### 3.3.1 Purpose

The purpose of the SSEPP is to establish formal mechanisms to be used by all MV employees, and contractors in all departments to:

- Identify hazards associated with MV Transportation systems
- Eliminate, minimize or control these hazards
- Coordinate and establish system safety throughout the company
- Provide a leadership safety document that is fluid and changing with our operating environments

The SSEPP will be used as a means of preventing injuries, accidents and other losses. It demonstrates MV's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the SSEPP standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).

### 3.3.2 Goals

The overall goal of MV's SSEPP is to establish the highest reasonable level of security that can be afforded to all passengers, contractors, employees, equipment and facilities. Specific goals of the SSEPP are as follows:

- Identify, eliminate, minimize and/or control safety hazards and their associated risks
- Provide a superior level of safety in our transit operations
- Support the safety efforts of the DOT
- Achieve and maintain a superior level of safety in the company's work environment
- Comply with the applicable requirements of regulatory agencies
- Develop relations and coordination with local law enforcement agencies and local and state government agencies

### 3.3.3 Objectives

Although every threat cannot be identified and resolved, MV can take steps to improve awareness, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, the SSEPP has the following objectives:

- Establish safety policies, procedures and requirements that integrate safety into decision-making and operations
- Define roles and responsibilities related to safety policies, procedures, and requirements
- Thoroughly investigate all accidents, fires, injuries and near misses
- Identify, analyze and resolve all hazards in a timely manner
- Meet or exceed safety requirements in specifications, equipment installation, system testing, and operations and maintenance
- Meet or exceed safety requirements in vehicle operations and maintenance
- Evaluate and verify operational readiness of new contracts

- Minimize bus and van system modifications on company vehicles in the operational stages by offering suggestions and information during the design and build stages
- Thoroughly evaluate the safety implications of all proposed system modifications prior to implementation
- Establish doctrines, standards and procedures for employee qualifications, selection, training and performance
- Develop a management structure to maintain, evaluate and modify the plan
- Enable employees, contractors, passengers and other personnel to identify criminal acts, suspicious activities and occurrences, or other security concerns within MV's operations and to properly report and address such events
- Solicit security concerns from employees, contractors and passengers
- Implement an annual security review and assessment process and verify adherence to MV's security policies, procedures and requirements
- Administer security-related training courses to address security threats and emergency response
- Limit security breaches and effectively resolve those that do occur
- Thoroughly investigate all incidents involving security breaches or other security-related threats or vulnerabilities
- Thoroughly evaluate the security implications of all proposed system modifications before implementation and ensure that system modifications do not create new security risks
- Address items covered by the TSA/FTA Security and Emergency Management Action Items for Transit Agencies
- Address items covered by the Baseline Assessment for Security Enhancement (BASE), as applicable, that are not already included above

## 3.4. Scope

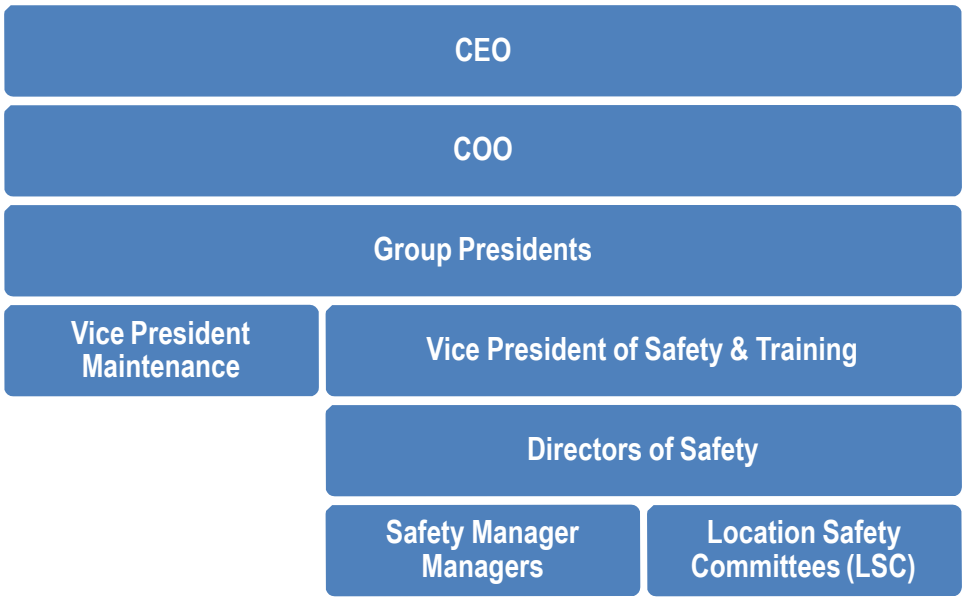
MV's SSEPP is applicable to all aspects of our current services, ensuring that our operations, training, coordination with local public safety agencies, and general security and emergency preparedness planning address concerns resulting from heightened threat levels. Key elements of the SSEPP include:

- An evaluation of our current capabilities to identify and prevent security incidents that may occur on our property
- Development of a vulnerability assessment program to identify our weaknesses and guide planning activities
- Improved physical security
- Review and expansion of our training program for security and emergency response
- Enhanced emergency planning and procedures development
- Improved coordination with the public safety agencies in our service area

# *Section 4. Transit System Description*

## 4.1. Organizational Structure

The following individuals are responsible for leading security initiatives in the company and for placement within the organization to support the security and emergency preparedness structure of MV Transportation, Inc.; including all employees, volunteers, and subcontractors:




## 4.2. Operating Characteristics and Service

### 4.2.1 Service Area

MV operates transportation services in many communities across the nation for transit authorities, cities, counties, state agencies, private parties, and any other entities that desire high quality, cost-effective transportation services. MV has become one of the largest transportation management firms in the United States.

### 4.2.2 Service Design

MV provides the following types of services:

- Fixed Route
- Paratransit
- Shuttle Services (corporate and airport)
- Demand Response

- Route Deviation
- Checkpoint Service
- Zone Service
- Vanpools

## 4.3. Services and Facilities

MV has been providing transit services since its inception in 1975; and has grown into one of the largest transportation contracting firms in the United States. The company is a professional and innovative contractor who supplies top quality, safe, and reliable transit service to our clients at a reasonable price.

### Paratransit

MV has provided paratransit services since its company's founding in 1975, predating the Americans with Disabilities Act. MV's experience in paratransit operations range from countywide ADA paratransit services to door-to-door stair-assist ADA paratransit services. Included in the scope of many of these services, MV operates reservations and dispatch call centers using a variety of different reservation and dispatch systems.

### Fixed Route

MV's fixed route services range from small employee shuttle bus services to large transit operations in major US cities. MV has helped its customers establish new services and expand existing fixed route systems to further meet passenger demand.

### Fleet Services

Most MV locations have a dedicated on-site maintenance shop. The shops are either owned by our clients or leased by MV.

## 4.4. Measures of Service

Typical Modes of Service: Demand Response and Fixed Route

| Measure of Service | Indicator Exposure |
|---|---|
| **Fixed route** | Public bus stops, shelters, transit centers |
| **Paratransit** | Door-to-door, curb-to-curb, other |
| **Special trip requests** | Outside public domain |
| **Charter** | Outside public domain |

| Measure of Service | Indicator Exposure |
|---|---|
| **Other** | Outside public domain |
| **Multi-modal services** | Outside public domain |

### 4.4.1 Methodology to Achieve SSEPP Goals

The methodology used in achieving SSEPP goals and objectives involves having all of MV's personnel take into consideration the safety implications of their decisions and actions. It uses a proactive approach that stresses looking at systems and proposed modifications to these systems from a safety perspective before losses occur.

The SSEPP attempts to accomplish this through the following five steps:

1. Gaining an understanding of system functions and the interrelationships among them
2. Identifying the critical elements and steps necessary to ensure that existing or planned systems achieve the desired level of safety
3. Establishing a process in which management controls are used to ensure these safety critical elements and steps are consistently carried out
4. Monitoring systems to ensure compliance with these requirements
5. Improving the process by reviewing the effectiveness of management controls in achieving the desired level of safety, and modifying safety critical elements and steps on a continuing basis

While these five steps describe the methodology of the SSEPP, they also can be used at any level of the organization as a means of maximizing the safety of all systems. The safety committee has a role in executing the functions necessary to carry out this methodology, as do all departments and divisions. Specific safety-related tasks of the safety committee are as follows:

- Coordinate safety activities of the company
- Meet to evaluate and resolve system safety issues that have not been resolved at the department level
- Conduct monthly meetings
- Assign its members, as well as other departments, tasks as necessary to address system safety issues
- Assist in the investigation of accidents and incidents as appropriate or requested by management or a safety committee member
- Review maintenance records and failure reports to identify safety problems related to maintenance activities
- Evaluate proposed system modifications from a safety perspective

- Upon request, evaluate hazard resolutions proposed by other organizational units
- Use committee consensus to develop hazard resolutions
- Report activities of the safety committee to MV senior management, and the DOT as needed

## 4.5. Hazard Identification and Resolution Process (MIL-882D)

The process of identifying and resolving hazards in the system is based on the FTA and APTA's adaptation of U.S. Military Standard MIL-882D. It involves three stages: hazard identification, hazard assessment and hazard resolution. A description of this process follows:

### 4.5.1 Hazard Identification

Hazard identification is a process whereby an attempt is made to discover conditions in the system which, if not altered, have the potential to cause accidents, injuries or other losses. All employees are charged with the responsibility of identifying and reporting conditions that have the potential to cause accidents, injuries or other losses. These conditions may be found in the form of physical hazards, unsafe actions, and policies that create or fail to recognize hazards. There also may be certain employees who, through periodic field observations, review of incident and complaint data, and performance and complaint records, are identified as needing special counseling, retraining or re-assignment.

Potentially hazardous conditions also may be identified through other means, including those listed below:

- Reports from passengers and other individuals through contact with our client customer service, field personnel, or management personnel
- Reports from operators and other field personnel regarding hazards associated with agency vehicles, schedules, routes, policies and procedures
- Reports from maintenance personnel regarding equipment and facilities maintenance hazards
- Investigation and review of accidents and incidents by safety personnel
- Collection and analysis of accident statistics and risk management information systems data regarding safety, accident rates and claims reports
- Safety audits performed by knowledgeable system personnel
- Information, experiences and ideas from support departments
- Observations of facilities and operations in the workplace, including offices, by agency personnel

Conditions that have been identified as hazardous or potentially hazardous are reported to the department head and the MV safety committee. The report may be made verbally or by use of a Hazard ID Form. If the department has not been able

to correct the condition within 30 days of receipt of the verbal or written report, the item is placed on the agenda of the next meeting of the safety committee.

### 4.5.2 Hazard Assessment

Hazard assessment involves determining whether assuming some or all of the risk associated with a particular hazard would be acceptable and whether corrective action is called for. It involves hazard severity, hazard probability and risk assessment.

#### Hazard Severity

Hazard severity is a subjective measure of the worst credible mishap that could be expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure or malfunction, and/or procedural deficiencies. Using U.S. Military Standard MIL-882D, the safety committee assigns one of four severity categories:

#### Hazard Severity Table

| Category | Description |
|---|---|
| 1 – Catastrophic | Death or system loss |
| 2 – Critical | Severe injury, severe occupational illness or major system damage |
| 3 – Marginal | Minor injury, occupational illness or system damage |
| 4 – Negligible | Less than minor injury, occupational illness or system damage |

#### Hazard Probability

The likelihood that a hazard will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical safety data. Hazard probabilities are ranked as shown in the following table:

#### Hazard Probability Table

| Probability Level | Description |
|---|---|
| A – Frequent | Likely to occur frequently. Continually experienced in the fleet/inventory. |
| B – Probable | Likely to occur several times in life of an item. |

| | |
|---|---|
| | Likely to occur frequently in the fleet/inventory. |
| C – Occasional | Likely to occur sometime in life of an item.<br>Likely to occur several times in the fleet/inventory. |
| D – Remote | Unlikely, but possible to occur in the life of an item. Reasonably expected in the fleet/inventory. |
| E – Improbable | So unlikely, occurrence is not expected.<br>Unlikely to occur, but possible in the fleet/inventory. |

### 4.5.3 Risk Assessment

After assessment of the severity and probability of a hazard, key departments and the safety committee will use a standard analysis. A determination will be made regarding acceptance of the risk or taking corrective action. Risk assessment issues of significant impact will be submitted to the vice president of safety. This procedure also will be followed if there are issues where there is a lack of consensus by the department involved and the safety committee.

## Risk Assessment Frequency / Severity Matrix

| | Severity | | | |
|---|---|---|---|---|
| **Frequency** | **1 Catastrophic** | **2 Critical** | **3 Marginal** | **4 Negligible** |
| A – Frequent | 1/A | 2/A | 3/A | 4/A |
| B – Probable | 1/B | 2/B | 3/B | 4/B |
| C – Occasional | 1/C | 2/C | 3/C | 4/C |
| D – Remote | 1/D | 2/D | 3/D | 4/D |
| E – Improbable | 1/E | 2/E | 3/E | 4/E |

## Hazard Resolution

After the risks are assessed, a plan is developed for resolution. There are essentially four choices in the hazard resolution process, as shown in the Hazard Resolution Table below.

## Hazard Resolution Table

| Severity / Frequency | Resolution |
|---|---|
| 1/A \| 1/B \| 1/C \| 2/A \| 2/B \| 3/A | Unacceptable – correction required |
| 1/D \| 2/C \| 2/D \| 3/B \| 3/C | Unacceptable – correction may be required after review by General Manager |
| 1/E \| 2/E \| 3/D \| 3/E \| 4/A \| 4/B | Acceptable – with review by General Manager |
| 4/C \| 4/D \| 4/E | Acceptable – without review |

The following hierarchy is used to eliminate or control hazards in the system:

**Design for Minimum Risk.** Provisions are made in all designs for the identification and elimination of hazards through appropriate safety design concepts, such as fail-safe designs and redundancy. If the identified hazards cannot be eliminated, they are controlled through reducing the risk to an acceptable level.

**Use of Safety Devices.** Hazards that cannot be eliminated through design selection are reduced to an acceptable level of risk through the use of fixed, automatic, or other protective safety design features or devices. The design provides for periodic functional checks of safety devices.

**Use of Warning Devices.** When neither design nor safety devices can effectively control an identified hazard, devices are used to provide timely detection of the hazard and to generate adequate warning signals. The application of these devices shall be designed to minimize the probability of incorrect reaction to the warning by employees or other individuals.

**Provide Special Procedures.** Where it is impossible to eliminate or adequately control hazards through design, safety devices or use of warning devices, procedures and training are used to control the hazard. Precautionary notation is standardized and safety-critical tasks require certification through completion of MV-approved training courses.

## 4.6. Follow-Up

Follow-up of implemented resolutions is the responsibility of both the safety department and the involved department(s). Two primary methods are used:

- **Statistical Analyses:** Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable time period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics also can provide confirmation.
- **Audits.** Auditing of the implementation resolution, including selective interviewing of involved parties, surveillance, blind studies and use of inspectors. If the resolution is not fulfilling the original objective or if implementation is inadequate, the safety department will be responsible for taking appropriate action.

# *Section 5. SSEPP Program Roles and Responsibilities*

## 5.1. Philosophy

MV hopes to ensure that, if confronted with a security event or major emergency, personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all personnel to identify security threats and vulnerabilities associated with MV Transportation operations, and to develop controls to eliminate or minimize them. The SSEPP also requires an MV Transportation process for:

- Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations; and
- Identifying a process for integrating MV Transportation resources and capabilities into the community response effort, to support management of a major event affecting the community.

Management expects all employees and contractors, especially those working directly with passengers, to support the SSEPP.

## 5.2. Division of Responsibilities

### 5.2.1 All Personnel

MV personnel must understand and adopt their specific roles and responsibilities, as identified in the SSEPP, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEPP, the following functions must be performed by MV Transportation personnel:

- Immediately reporting all suspicious activity, no matter how insignificant it may seem, to the general manager or his/her designee
- Immediately reporting all security incidents
- Using proper judgment when managing disruptive passengers and potentially volatile situations
- Participation in all security and emergency preparedness training, including drills and exercises, with at least one drill performed annually at each division
- Becoming familiar with, and operating within all security and emergency preparedness procedures for the assigned work activity

- Notifying the general manager or his/her designee when a physical or mental condition, or required medications or therapies, may impair an individual's ability to perform security or emergency preparedness functions
- Accurately completing "employee statements" on appropriate reports

### 5.2.2 Senior Vice President of Safety & Training

Under the authority of MV's Board of Directors and the chief operating officer (COO), the senior vice president of safety has the overall authority to develop and execute the agency's SSEPP. Ultimate accountability for implementation of the SSEPP rests with MV's general managers at the divisions. **In addition, general managers are responsible for the following specific activities at their division:**

- Ensuring that sufficient resources and attention are devoted to the SSEPP, including:
  - Implementation of standard localized operating procedures related to employee security duties
  - Enforcement of company safety and security regulations at the division
  - Implementation of emergency operating procedures to maximize transit response effectiveness, and minimizing system interruptions during emergencies and security incidents
  - Provision of proper training and equipment to division employees to allow an effective response to security incidents and emergencies
  - Ensuring all employees receive security awareness training
  - Annual drills to measure effectiveness
- Development of a localized effective notification and reporting system for security incidents and emergencies.
- Designating a point of contact (POC) to manage the SSEPP (this could be the operations manager or location safety manager)
- Communicating security and emergency preparedness as top priorities to all employees
- Developing relations with outside organizations that contribute to the SSEPP, including local public safety and emergency planning agencies
- Establishing and implementing a voluntary location safety committee (LSC)

### 5.2.3 SSEPP Program Point of Contact (POC)

To ensure coordinated development and implementation of the SSEPP, the senior vice president of safety and general manager has designated [insert position] manager as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEPP. The POC, who reports directly to the general manager, has been granted the authority to use MV's resources to

develop the SSEPP, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The POC has the responsibility for overseeing the SSEPP on a daily basis. The POC will be the direct liaison with the division's operators and dispatchers, regarding the plan. The POC will also serve as the [CLIENT NAME] primary contact with MV. To the extent that liaison is necessary with state and federal agencies, the POC will serve as the lead liaison for the agency. The POC will also be responsible for the security-related agenda items for location safety committee meetings and actions. In managing the program, in concurrence with the client, the POC will:

- Be responsible for successfully administering the SSEPP and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives
- Review current agency safety, security and emergency policies, procedures, and plans, and identify needed improvements
- Develop and implement plans for addressing identified improvements
- Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
- Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness
- Provide adequate driver training and continuing instruction for all employees and contractors, regarding security and emergency preparedness
- Review new agency purchases to identify security-related impacts
- Ensure performance of at least one (1) emergency exercise annually

### 5.2.4 Supervisors

Supervisors are responsible for communicating the transit agency's security policies to all employees, and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to MV operations personnel in a manner that encourages them to incorporate SSEPP practices into their everyday work. The specific responsibilities of supervisors include the following:

- Ensuring that drivers make security and emergency preparedness a primary concern when on the job
- Cooperating fully with the SSEPP regarding any accident investigations as well as listening and acting upon any security concerns raised by the drivers
- Immediately reporting security concerns to the general manager
- Having full knowledge of all standard and emergency operating procedures

In addition, when responding to an incident, supervisors are expected to:

- Provide leadership and direction to employees during security incidents

- Handle minor non-threatening rule violations
- Defuse minor arguments
- Determine when to call for assistance
- Make decisions regarding the continuance of operations
- Respond to fare disputes and service complaints
- Respond to security-related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance
- Complete necessary security-related reports
- Take photographs of damage and injuries
- Coordinate with all outside agencies at incident scenes

### 5.2.5 Bus Operators

In addition to the general responsibilities identified for all personnel, bus operators are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each operator will:

- Take charge of a security incident scene until the arrival of supervisory or emergency personnel
- Collect fares in accordance with contract and/or division policy
- Attempt to handle minor non-threatening rule violations
- Respond verbally to complaints
- Attempt to defuse minor arguments
- Determine when to call for assistance
- Maintain control of the vehicle
- Report all security incidents to agency dispatch
- Complete all necessary safety-related reports
- Support community emergency response activities as directed by MV policies and procedures

### 5.2.6 Other Personnel

Other personnel who support MV also have responsibilities for the SSEPP Program.

**Dispatchers** are expected to:

- Receive calls for assistance
- Dispatch supervisors and emergency response personnel
- Coordinate with law enforcement and emergency medical service communications centers
- Notify supervisory and management staff of incidents
- Establish on-scene communication

- Complete any required safety-related reports
- Provide direction to on-scene personnel

**Mechanics** (including contractors) are expected to:

- Report vandalism
- Report threats and vulnerabilities of vehicle storage facilities
- Provide priority response to safety and security critical items such as lighting
- Maintain facility alarm systems

**Human Resources** personnel are responsible for:

- Ensuring all pre-employment screening processes are carried out effectively
- Notifying the executive director of employee disciplinary action that the affected employee may become a risk to MV facilities, systems, passengers, employees, or other assets
- Educating employees on employee identification policy and procedure

**Communications** (Marketing / Customer Service / Community Relations) are responsible for:

- Requesting assistance from transit public safety resources as needed for special events, usually from our client(s)
- Providing insight into potential threats and vulnerabilities through feedback from customer focus groups and other information sources
- Designating a public information officer (PIO) for media contact regarding security incidents and issues
- Coordinating community-oriented policing efforts and programs with officers assigned to community-oriented policing duties by the public safety and security administrator

## 5.3. Responsibility Matrices

The operation of MV's services requires a continual emphasis on security, this includes: procurement of new systems and equipment; hiring and training of employees; management of the agency and the provision of service; and the rehabilitation and disposal of existing equipment and facilities. The security function must be supported by an effective capability for emergency response, both to support resolution of incidents which occur on transit property and events which affect the surrounding community served by MV.

Tasks have been identified to provide direction in implementation of this SSEPP. These tasks are ongoing and are considered minimum requirements. Tasks are identified in the matrices below. Also identified is the organizational/participant responsibilities for each task, as designated by the following code:

**P Primary Task Responsibility**. The identified participant(s) is (are) responsible for the preparation of the specified documentation.

**S Secondary or Support Responsibility**. The identified participant(s) is (are) to provide the necessary support to accomplish and document the task.

**R Review/Comment Responsibility**. The identified participant(s) is (are) to review and provide comment on the task or requirement.

**A Approval Responsibility**. The identified participant is to review, comment and subsequently approve the task or requirement.

A security task matrix should be presented showing interfaces with other units and the key activities required, including the frequency of those activities

## System Security

| System Security Tasks | GM | POC | Ops & Maint. | Supervisor | Dispatch | Frequency |
|---|---|---|---|---|---|---|
| Conduct criminal background investigations of employment applicants | | | | | | |
| Conduct facility walk around inspections | | | | | | |
| Check division security equipment such as cameras, fences, gates, lighting, etc. | | | | | | |
| Check and challenge unknown personnel on property | | | | | | |

## Emergency Preparedness

| Emergency Preparedness | GM | POC | Ops & Maint. | Supervisor | Dispatch | Frequency |
|---|---|---|---|---|---|---|
| Meet and look at security / emergency plan | | | | | | |
| Conduct division security / Emergency awareness drill | | | | | | |
| Update and maintain emergency response plan | | | | | | |
| Check emergency preparedness inventory items | | | | | | |
| Investigate any suspicious activities or unusual events | | | | | | |

## 5.4. Existing SSEPP Capabilities and Practices

A summary of the existing proactive methods, procedures, and actions to prevent, deter, or minimize security incidents includes:

- Emphasis on agency personnel awareness
- Participation in security awareness training
- Host annual meeting with local law enforcement

- Annual meeting with local emergency management agency
- Analysis of security incidences and suspicious activity to determine a proper course of action including:
  - Identifying potential and existing problem areas
  - Developing action plans
  - Implementing the plans
  - Measuring results
- Review of transit agency emergency plans
- Review of MV documentation on system security and emergency preparedness
- Evaluation of security/emergency response procedures for completeness and accuracy

A summary of other existing proactive actions and systems to prevent, deter or minimize security incidences includes:

- Conducting security surveys with local law enforcement as a formal threat and vulnerability analysis process
- Local police notification/participation in employee discharge and/or discipline process as needed
- Evaluation of security/emergency response procedures for completeness and accuracy
- Participation by local law enforcement in training of new drivers as requested, to increase awareness in security matters
- Presentations by local police and transit agency personnel to employees, the public or other groups interested in transit security matters
- Development and distribution of crime prevention information on agency brochure for passengers and the public

## 5.5. Training and Exercising

The division should formulate an SSEPP training and exercising plan, taking into account the considerations identified below:

- This section should describe basic and refresher security and emergency-related training programs for personnel with associated responsibilities
- Description of all security-related training including refresher for non-security staff provided, including content, duration, grading standards, and maintaining course content for each training class
- Description of the process used to identify security-related training needs, to develop and present training classes, and to determine qualifications for instructors
- This section should explain how MV determines what training to offer and ensures that all individuals are trained appropriately; this should include a discussion of the required qualifications for instructors

## 5.6. Coordination with Local Public Safety Agencies

Identify (by name and contact number) the local law enforcement, fire services, emergency medical services, and emergency planning agencies within the transit agency's service area.

To support improved emergency and incident preparedness and response, MV Transportation, Inc. will participate in, at a minimum, one exercise or drill with local public safety organizations in order to:

- Review current plans and policies
- Identify current security and emergency considerations
- Develop procedures, if necessary
- Establish and maintain ongoing communication

## 5.7. Coordination with Other Transit Providers

Identify (by name and contact number) transit agencies or other contract providers within your county or neighboring counties that may need to be contacted in the event of a critical incident.

## Security Incident Recording

The safety manager records all criminal activity that takes place on the system. Much of what the agency records is also reported to the National Transit Database (NTD) on a periodic basis. The NTD's guidelines for what activities to report and when are found at http://www.ntdprogram.gov/ntdprogram/safety.htm. The safety manager completes a standardized report that identifies all significant security incidents involving transit agency staff, contractors, patrons, equipment or facilities. This standardized form including the crime results from the previous calendar year is shown on the Reported Transit Crimes form below.

## Reported Transit Crimes

| Security Incident | | Number of Occurrences |
|---|---|---|
| **Terrorism-related incidents** | Bomb threat | |
| | Bombing | |
| | Chemical/biological/radiological/nuclear (CBRN) release | |
| **Other system security incidents** | Arson | |
| | Sabotage | |
| | Hijacking | |
| | Cyber security event | |

| Security Incident | | Number of Occurrences |
|---|---|---|
| **Other personal incidents** | Aggravated assault | |
| | Burglary | |
| | Fare evasion[1] | |
| | Forcible rape | |
| | Larceny/theft | |
| | Homicide | |
| | Motor vehicle theft | |
| | Robbery | |
| | Suicide | |
| | Trespassing[1] | |
| | Vandalism[1] | |

## 5.8. Security Incidents Trend Analysis

MV has developed internal metrics to facilitate trend analysis. The results of the analysis can assist the division in allocating resources, and supporting security enhancements and fixed site improvements. Using the annual standardized form, the safety manager records all significant security incidents on a year-by-year basis to identify trends in criminal activity. The results of the analysis are contained in the Transit Crime Trends form below.

### Transit Crime Trends

| Security Incident | | Number of Occurrences | | | Percentage Change |
|---|---|---|---|---|---|
| | | 20___ | 20___ | 20___ | |
| Terrorism-related incidents | Bomb threat | | | | |
| | Bombing | | | | |
| | CBRN release | | | | |
| Other system security incidents | Arson | | | | |
| | Sabotage | | | | |
| | Hijacking | | | | |
| | Cyber security | | | | |

[1] *Report only those incidents that result in arrests.*

| Security Incident | | Number of Occurrences | | | Percentage Change |
|---|---|---|---|---|---|
| | | 20___ | 20___ | 20___ | |
| Other personal incidents | Aggravated assault | | | | |
| | Burglary | | | | |
| | Fare evasion[1] | | | | |
| | Forcible rape | | | | |
| | Larceny/theft | | | | |
| | Homicide | | | | |
| | Vehicle theft | | | | |
| | Robbery | | | | |
| | Suicide | | | | |
| | Trespassing[2] | | | | |
| | Vandalism[2] | | | | |

### 5.8.1 Facility Security

Crime and terrorism prevention in the transit environment begins with the securing of facilities where passengers are present, where personnel work and where vehicles are stored. This requires a keen awareness of security issues and close cooperation among all levels of transit personnel. MV's facilities have security features to limit the chances of a security breach or attack on the system. For a more detailed description of the security functions, capabilities and provisions that are common at each facility, see the Facility Security Features form below.

## Facility Security Features

| External | | |
|---|---|---|
| Fencing | | |
| Lighting | | |
| Sensors | | |
| Guard post | | |
| Gate arms | | |
| Motion detectors | | |

[2] *Report only those incidents that result in arrests.*

| | | |
|---|---|---|
| Burglar systems | | |
| Intrusion alarms | | |
| Closed-circuit TV (CCTV) | | |
| Public address systems | | |
| Panic button (to police or security) | | |
| Card or controlled access | | |
| Law enforcement presence (24/7) | | |
| Security guard presence (off-hours) | | |
| Law enforcement patrol | | |
| Law enforcement canine patrol | | |
| **Internal** | | |
| Intrusion alarms | | |
| Motion detectors | | |
| Closed-circuit TV (CCTV) | | |
| Card or controlled access | | |
| Public address systems | | |

### 5.8.2 Vehicle Security

MV has implemented some security features and practices for increasing the safety and security of its vehicles. In addition to security equipment, vehicle operators are currently required to perform inspections on their assigned vehicles at the beginning and end of each work shift. The inspection checklists are tailored for each vehicle and reviewed daily by maintenance personnel who are responsible for correcting problems. The inspections include but are not limited to identification of suspicious packages.

## Vehicle Security Features

| Security Features | Rail Cars | Buses | Support Vehicles |
|---|---|---|---|
| Automatic vehicle location (AVL) system | | | |
| Global positioning system (GPS) | | | |
| Radios | | | |

| | | | |
|---|---|---|---|
| Direct phone | | | |
| Covert or silent alarms | | | |
| Radio speakers | | | |
| Driver's only speakers | | | |
| Onboard cameras (audio capable) | | | |
| Audio microphones | | | |

### 5.8.3 Management Information Systems Security (MISS)

MV's information technology (IT) team maintains a firewall-protected intranet system for management and other personnel. MV has procured standard virus protection software and firewalls to protect its information technology infrastructure. For security purposes, the MISS team maintains a list of the users who have access to the system. Additionally, the system requires each employee to enter a username and password at log-in.

## 5.9. Internal Security Practices

This SSEPP includes internal security practices and procedures that are adhered to by all employees and contractors. Specific components deal with the personnel hiring and termination process, personnel identification and access control, and security awareness. Most requirements are directed toward the agency's employees and its contractor staff; however, some of these requirements apply to subcontractors, vendors, building tenants, visitors and patrons. The Security Procedures form below identifies which security procedures MV has in place.

### Security Procedures

| Security Procedures | Security Procedures Exist? | Source Document |
|---|---|---|
| Background investigation[3] | | |
| Badging and uniforms[3] | | |
| Communication with passengers | | |
| Identifying suspicious behavior | | |
| Passenger and baggage screening [4] | | |

[3] *Refer to TSA guidance document titled "Additional Guidance on Background Checks, Redress and Immigration Status" (http://www.tsa.gov/assets/pdf/guidance_employee_background_checks.pdf)*

| | | |
|---|---|---|
| Safe mail package handling | | |
| Sensitive security information | | |
| Security procurement language checklist | | |
| Termination | | |
| Trash container procurement and placement | | |
| Unattended items | | |
| Vehicle security sweeps | | |

## 5.10. External Security Component

The interface between MV and other local, state and federal governmental agencies exists on all levels. These interfaces and relationships ensure that communications are ongoing and that the development and implementation of various security-related activities occur, including exercises, simulations, drills and training.

[4] *Ensure that procedures are ADA compliant and therefore consider and include passengers with disabilities, the elderly and their baggage.*

# *Section 6. Threat and Vulnerability Resolution Process*

## 6.1. Threat, Vulnerability and Consequence Identification and Resoulution

The inherently open nature of transit systems can be exploited by criminals, terrorists or other adversaries to commit crimes, acts of violence and other malicious and destructive acts. The greatest vulnerability and challenge faced by most transit systems with regard to security is how to maintain an open and inviting environment that is easily accessible to all members of the public while concurrently maintaining a level of security that prevents or minimizes, to the greatest extent possible, the occurrence of such acts throughout the system. Key steps to prevent, minimize and prepare for criminal and/or terrorist acts within or directed toward the agency's operations and services are designed to do the following:

- Identify potential threats facing the agency
- Identify vulnerabilities within transit operations and services that may be exploited to carry out these threats
- Analyze the potential impacts of each threat and vulnerability scenario
- Develop and implement corrective actions and countermeasures to eliminate, minimize or otherwise prepare for attacks
- Protect against identified threats and vulnerabilities

## 6.2. Threat and Vulnerability Identification

Threat and vulnerability assessment offers MV the ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

- Which assets can we least afford to lose?
- What is our responsibility to protect these assets?
- Where do we assume total liability for risk, and where do we transfer risk to local public responders, technical specialists, insurance companies, and the Federal Government?

The primary method used by MV to identify the threats to the transit system and the vulnerabilities of the system is the collection of incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors.

Information resources include the following:

- Operator incident reports
- Risk management reports

- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
  - Crimes against persons
  - Crimes against property
  - General incidents
- Disposition of incidents (same as disposition of call for service)

The safety manager will review security information resources and determine if additional methods should be used to identify system threats and vulnerabilities such as a formal evaluation of the program, to ensure that security procedures are maintained and that security systems are operable.

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- Equipment preparedness: To ensure that security equipment is operable and in the location where it belongs
- Employee proficiency: To ensure that employees know how and when to use security equipment
- System effectiveness: To evaluate security by employing security system exercises

## 6.3. Threat and Vulnerability Assessment

The threats which are most likely to occur include the following disruptive incidents:

- Drunkenness
- Disorderly conduct
- Disputes
- Minor assaults
- Vandalism
- Inclement weather

Other potential occurrences include:

- Fare evasion
- Loud radios/behavior
- Smoking
- Littering

- Eating/drinking

Using the table below, the safety manager can make an assessment concerning how susceptible each system element of MV is to each listed threat.

The safety manager uses a scale of 1 to 4 for ranking each system element's vulnerability, one being the lowest (or not vulnerable), to four being the most vulnerable.

### Threats

| System Elements | Eating & Drinking | Disputes | Intoxication | Minor Assaults | Vandalism | Inclement Weather | Smoking |
|---|---|---|---|---|---|---|---|
| Vehicles | | | | | | | |
| Office Personnel | | | | | | | |
| Drivers | | | | | | | |

When considering threat and vulnerability resolutions and the prevention of incidents, the safety manager will review current methods to determine if additional means can be identified to address security risks through three possible alternative approaches:

- Eliminate
- Mitigate
- Accept

Each approach will be investigated by the safety manager to determine and develop a course of action acceptable by MV's management.

## 6.4. All Hazards Threat and Vulnerability Identification and Analysis

Threat analysis is a process that enables transit systems to "define the level or degree of the threats against a facility by evaluating the intent, motivation, and possible tactics of those who may carry them out." Vulnerability analysis is described by the FTA as a process that can be used by transit systems to identify "specific weaknesses with respect to how they may invite and permit a threat to be accomplished."

Through these forms of analysis, transit systems are able to better identify and evaluate the security-related risks that exist not only within their systems, but also within the operating environments and surrounding communities through which their services are provided. This can be a complex process that may require the involvement of outside parties, including local, state or federal law enforcement and emergency response agency representatives, and/or security experts.

The analysis process involves gathering and evaluating relevant information, including but not limited to the following:

- Security practices, protocols, crime deterrents and other countermeasures currently in place within the system, including an evaluation of their effectiveness

- Historical data pertaining to past security breaches and other security-related incidents directed toward the system or toward other similar systems
- Crime rate data in the communities and areas surrounding the system
- Site layout information, such as the ease of accessibility, location of incoming utilities, hazardous storage materials locations, types of building construction, levels of lighting, etc.
- Existing criminal or terrorist threats that may be present within the system's operating environment or that may be directed toward the surrounding communities, state or nation as a whole, and may impact the system
- The response capabilities of the transit system and local emergency responders, such as police and fire

# *Section 7. Evaluation and Modification of the SSEPP*

## 7.1. Evaluation

### 7.1.1 Internal

The SSEPP is a "living document" and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate MV personnel to constantly evaluate the effectiveness of the SSEPP as well as its implementation. The safety manager and/or the POC ensures that the SSEPP is evaluated for effectiveness.

## 7.2. Modification and Update

MV will revise the SSEPP, supporting documentation, and training to reflect new practices, policies, and procedures on annual basis. The safety manager is responsible for screening changes and modifications to facilitate ongoing revisions to keep the SSEPP current. The safety manager is responsible to see that the LSC meets and conducts security/emergency preparedness meetings on a regular or quarterly basis. The Plan should be updated every year by July 1st.

# *Section 8. Threat Levels and Alerts*

MV recognizes the threat condition designations as defined by the Homeland Security Presidential Directive-3, which pertain primarily to federal departments and agencies. MV's role and application of the federal threat models are identified herein and will be dependent upon the nature and extent of the security threats to both the transit operating system and the nation as a whole. MV's preparedness and response actions for each threat condition designation have been developed in accordance with the FTA's recommended protective

measures. Additionally, MV keeps current with the federal threat level in addition to regularly receiving and monitoring alerts distributed by other organizations, including the FBI.

## 8.1. Homeland Security Advisory System (HSAS) for Transit

**HSAS**




The FTA, through its *Transit Agency Security and Emergency Management Protective Measures* guidance document (November 2006) provides a set of suggested protective measures and a systematic approach for its application to enhance transit security and emergency management. The protective measures align with the color-coded threat conditions used in the DHS Homeland Security Advisory System (HSAS). HSAS for Transit consists of five threat level designations: Low (green), Guarded (blue), Elevated (yellow), High (orange) and Severe (red).

In addition, the FTA provides two (2) additional threat levels and associated protective measures. They are the active incident (an actual emergency, which might include a terrorist attack, accident or natural disaster) and the recovery phase following an incident. MV uses the HSAS for Transit as a guide for its own preparation and response to threat conditions.

### 8.1.1 Low Condition (Green)

This condition is declared when there is a low risk of terrorist attacks.

MV's activities at green include the following:

- Preparing security and emergency preparedness-related plans, including emergency operating procedures, emergency response procedures, contingency planning, communications planning, information technology/disaster recovery planning and others as needed
- Completing inventory of each department's supplies, equipment and other resources that may be needed to execute any portion of the plans
- Refining and exercising, as appropriate, preplanned protective measures
- Ensuring that personnel receive proper training on the Homeland Security Advisory System
- Institutionalizing a process to ensure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks and that all reasonable measures are taken to mitigate these vulnerabilities

### 8.1.2 Guarded Condition (Blue)

This condition is declared when there is a general risk of terrorist attacks. MV's activities at blue include the following:

- Practicing all of the security and emergency preparedness plans and procedures and determining what steps should be undertaken in managing an incident
- Testing equipment and systems
- Rechecking inventories of supplies, maintenance logs and new supplies ordered
- Designing new drills and exercises and executing emergency, disaster recovery,

and contingency operations capabilities

- Developing and disseminating, as appropriate, public awareness information for security and emergency preparedness
- Reviewing all security and emergency preparedness plans, and on a regular basis identifying any problems, shortcomings or issues through drills and exercise after-action reports
- Checking communications with designated emergency response or command locations
- Reviewing and updating emergency response procedures

### 8.1.3 Elevated Condition (Yellow)

This condition is declared when there is an elevated risk of terrorist attacks. MV's activities at yellow include the following:

- Increasing surveillance of critical locations
- Coordinating emergency plans and procedures, and checking to see if other protective measures need to be put in place based on the threat information
- Initiating contingency activities, as appropriate (such as checking that equipment and alternate operating locations are available and equipment processes and procedures are operating properly)
- Coordinating emergency plans, as appropriate, with nearby jurisdictions
- Assessing whether the precise characteristics of the threat require further refinement of preplanned protective measures
- Implementing, as appropriate, contingency and emergency response plans

### 8.1.4 High Condition (Orange)

This condition is declared when there is a high risk of terrorist attacks. MV's activities at orange include the following:

- Coordinating necessary security efforts with federal, state and local law enforcement agencies
- Preparing for the activation of emergency and contingency plans
- Restricting access to agency facilities and limiting access to threatened facilities to essential personnel only
- Taking additional precautions at public events and possibly considering alternative venues or even cancellation
- Preparing to execute contingency procedures, such as moving command and control to an alternate site or dispersing the work force

### 8.1.5 Severe Condition (Red)

This condition is declared when there is a severe risk of terrorist attacks. Under most circumstances, the protective measures for a severe condition are not intended to be sustained for substantial periods of time. In addition, this threat condition indicates

that a severe risk of terrorist activity or an incident or emergency is imminent. However, this does not mean that MV is under attack or has an active emergency ongoing. MV's activities at red include the following:

- Increasing or redirecting personnel to address critical emergency needs
- Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources
- Monitoring, redirecting or constraining transportation systems
- Closing public transit and government facilities

### 8.1.6 Active Incident

At this phase, an attack against the transit agency or an agency's service area is occurring or has occurred.

MV's activities at this phase include the following:

- Responding to casualties
- Assisting in evacuations
- Reporting incident (see Section 5.4)
- Inspecting and securing transit facilities
- Helping with other tasks directed by local emergency management personnel

### 8.1.7 Recovery Phase

At this phase, the recovery of transit service after an attack has occurred. It follows the previous phase (active incident) and may also exist for short time periods when the agency is transitioning from a higher threat condition to a lower threat condition. This phase coexists with the prevailing threat condition. In other words, business recovery will be accomplished while maintaining the prevailing readiness status. MV's activities at this phase include the following:

- Restoring service, routes and schedules
- Repairing or reopening facilities
- Adjusting staff work schedules and duty assignments
- Responding to customer inquiries about services
- Undertaking other activities necessary to restore transit service

## 8.2. Federal Bureau of Investigation Alerts

MV regularly monitors, examines and evaluates the security alerts distributed by the FBI. These alerts help identify current security issues and threats affecting the nation as a whole. MV distributes the list to selected individuals of the agency. Any questions or concerns relating to the FBI security alerts should be addressed directly to the local field office of the FBI.

Address:_____

## 8.3. Public Transit – Information Sharing and Analysis Center (PT-ISAC)

MV regularly reviews information disseminated by the PT-ISAC. In January 2003, the U.S. Department of Transportation designated the American Public Transportation Association (APTA) as the sector coordinator in the creation of a Public Transit ISAC to further promote security for the public transportation industry. Through this role, APTA serves as the primary contact to organize and bring the public transportation community together to work cooperatively on physical and cyber-security issues.

The PT-ISAC collects, analyzes, and distributes critical cyber and physical security and threat information from government and numerous other sources. These sources include law enforcement, government operations centers, the intelligence community, the U.S. military, academia, IT vendors, the International Computer Emergency Response Team (CERT) and others. The PT-ISAC is full-service, responding to incidents and warnings on a 24-hour basis, seven days a week. Any questions concerning the service should be directed to: PT-

ISAC: 1-866-PT-ISAC-1 (784-7221)

www.surfacetransportationisac.org

## 8.4. Homeland Security Information Network – Public Transit (HSIN-PT)

MV regularly reviews information disseminated by TSA through DHS's HSIN-PT. HSIN-PT is a security information sharing resource for the public transit community to share unclassified security and threat information and establish relationships and network with both private and public transportation security officials. HSIN-PT provides the transit security community a "one-stop shop" to aid in its efforts to maintain vigilance and readiness to prevent terrorism in the mass transit and passenger rail environment. TSA also uses its emergency notification system, called TSA alerts, sometimes in conjunction with HSIN-PT, to advise transit agencies of significant threats or terrorist attacks.

# *Section 9. Appendices*

## 9.1. Appendix A: Vehicle Safety Program Implications

| Vehicle Safety Program Plan | | Covered Policies and Procedures | Additional Issues in SSEPP Program |
|---|---|---|---|
| **Section** | **Title** | | |
| 1 | Management Commitment | safety policy statement | memorandum authorizing system security and emergency preparedness (SSEPP) |
| 2 | Compliance Responsibilities | general manager<br>drivers, mechanics and others<br>operating agency vehicles<br>safety incentive program(s) | expanded to address SSEPP<br>creation of SSEPP point of contact (POC) |
| 3 | Drivers – Initial Hire | qualifications<br>initial training | commitment to address SSEPP issues in hiring |
| | Qualifications | application<br>interviews<br>physical requirements<br>age<br>knowledge of English<br>driver licensing<br>operating skills<br>criminal /DMV records check<br>ability to perform simple math<br>reasonable knowledge of the service area and ability to read basic maps<br>a road test given by a designated MV supervisor is required | expansion of new hire background check<br>expansion of new hire application process to emphasize the importance of safety, security and emergency procedures |

| Vehicle Safety Program Plan | | Covered Policies and Procedures | Additional Issues in SSEPP Program |
|---|---|---|---|
| Section | Title | | |
| | Initial Training | agency policies and procedures<br>federal and state guidelines and regulations<br>pre- and post-trip inspections<br>vehicle familiarization<br>basic operations and maneuvering<br>special driving conditions<br>backing<br>bad weather<br>boarding and alighting passengers<br>defensive driving course (LLLC)<br>passenger assistance training<br>training on road | additional training to address security awareness, reporting suspicious activity, reports and documentation, and pre- and post-trip inspections |
| 4 | Drivers – Ongoing Supervision And Training | training – refresher/retraining<br>evaluation and supervision<br>motor vehicle record checks<br>annual physical examination<br>safety meetings<br>discipline/recognition<br>preventable accidents/injuries | additional refresher training for knowledge of emergency procedures<br>additional responsiblities for supervision |
| 5 | Emergency Driving Procedures | emergency driving procedures<br>accident causes<br>slippery road surfaces<br>driving with poor visibility<br>driving through water<br>vehicle breakdowns and unavoidable stops<br>vehicle fire/evacuation<br>hold up/robbery<br>natural disasters<br>tornado<br>flood | expansion of emergency procedures to include additional security and emergency conditions<br>expansion of emergency procedures to include support of community response to a major event or emergency<br>emergency training and exercising |
| 6 | Passenger Safety | general guidelines<br>mobility device securement and passenger restraint systems<br>difficult passengers<br>medical condition<br>bloodborne pathogens/infection control | expansion of procedures for managing difficult passengers<br>clarifications regarding first aid and bloodborne pathogens/infection control |

| Vehicle Safety Program Plan | | Covered Policies and Procedures | Additional Issues in SSEPP Program |
|---|---|---|---|
| **Section** | **Title** | | |
| 7 | Vehicles and Equipment | vehicles and equipment<br>preventive maintenance<br>program development<br>preventive maintenance program<br>format for preventive maintenance program for transit vehicles<br>master vehicle service and repair record – maintenance history<br>preventive maintenance intervals<br>pre- and post-trip inspections<br>emergency equipment on vehicles and usage<br>use of emergency equipment on vehicles<br>vehicle security<br>vehicle safety in and around the shop or yard | expansion of vehicle security procedures<br><br>expansion of maintenance procedures for identifying and reporting vandalism, suspicious substances, or vehicle tampering |
| 8 | Accident Management | accident documentation packet<br>accident notification procedures – driver responsibility<br>accident investigation – management responsibility<br>accident investigation kit<br>reconstruction and analysis<br>drug and alcohol tests | additional tools for accident document packet to address security |
| 9 | Insurance Claims and Litigation Management | VTLP | |
| 10 | Day-to-Day Operations – Monitoring for Safety | record keeping | additional reports for security-related incidents |

## 9.2. Appendix B: Security Baseline Planning Worksheet

| SECURITY BASELINE PLANNING WORKSHEET | Yes | No | Notes |
|---|---|---|---|
| Has management accepted responsibility for the management of security vulnerabilities during the start-up and operation of the transit system? | | | |
| Has management endorsed a policy to ensure that security vulnerabilities are identified, communicated, and resolved (or accepted) through a process that promotes accountability for decision-making? | | | |
| Does your division have clear and unambiguous lines of authority and responsibility for ensuring that security is addressed at all organizational levels within the operation (including contractors)? | | | |
| Does your division have access to personnel with security management experience, knowledge, skills, and abilities? | | | |
| Does your division ensure that resources are effectively allocated to address security considerations? | | | |
| Is the protection of passengers, employees, contractors, emergency responders, and the general public a priority whenever activities are planned and performed at the division? | | | |
| Does your division routinely evaluate its capabilities to provide adequate assurance that the public and employees are protected from adverse consequences? | | | |
| Has your division committed to developing security mitigation measures to prevent and manage security vulnerabilities? | | | |
| Has your division appropriately documented its security measures in plans, procedures, training, and in project requirements, specifications and contracts? | | | |
| Does your division have a formal system security program, documented in a system security program plan? | | | |
| If “yes,” is the security plan current, reflecting current security operations and system configuration? | | | |
| If “no,” does your division have plans in place to develop a security plan? | | | |
| If “no,” prepare a brief list of all activities performed at your division that address security concerns (for example, include facility access control; procedures for handling difficult people; workplace violence program; bomb threat management plan; procedures for identifying and reporting suspicious activity; facility and vehicle evacuation and search procedures; coordination with local law enforcement, etc.) | | | |

| SECURITY BASELINE PLANNING WORKSHEET | Yes | No | Notes |
|---|---|---|---|
| Whenever possible, does your division guide design, engineering, and procurement activity with an agreed-upon set of security standards and requirements (including design criteria manuals, vehicle specifications, and contracting guidelines)? | | | |

| GENERAL EMERGENCY RESPONSE CAPABILITIES | Yes | No | Notes |
|---|---|---|---|
| Does your division have an emergency plan? | | | |
| Does your division have emergency operating procedures? | | | |
| Does your division have an incident response plan for terrorism, as an appendix to the emergency plan or as a separate plan? | | | |
| Does your division coordinate with local public safety organizations on the development, implementation and review of the emergency plan and procedures? | | | |
| Does your emergency plan specify use of the incident command system? | | | |
| Have your employees been trained in the emergency plan and procedures? | | | |
| Does your division conduct routine drills, table-tops and refresher training? | | | |
| Does your division coordinate its drilling and training for emergency response with local public safety organizations? | | | |
| Does your division conduct briefings of after-action reports to assess performance during the drill or exercise and identify areas in need of improvement? | | | |
| Have members of your division participated in domestic preparedness training programs? | | | |

| PREVIOUS EXPERIENCE | Yes | No | Notes |
|---|---|---|---|
| Has your division experienced an emergency in the last 12 months? | | | |
| If “yes,” were you satisfied with the division’s level of response? | | | |
| Has your division received a bomb threat in the last 12 months? | | | |
| Has your division evacuated its facilities in the last 12 months as the result of a bomb threat? | | | |
| Has your division conducted a physical search of a facility in response to a bomb threat? | | | |

## Points of Emphasis

**Awareness** – Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.

**Communication** – Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.

**Screening** – Develop and implement systems for identifying and controlling visitor access to the building.

**Inspection** – Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.

**Procedures** – Instruct all personnel, particularly telephone switchboard or reception personnel, on what to do if a bomb threat is received.

**Surveillance** – Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.

**Lighting** – Make sure that all of the facility's access points are well-lit.

**Systems Awareness** – Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.

**Local Authorities** – Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.

**Contingency** – Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of business.

## 9.3. Appendix C: Emergency Response Planning, Coordination, and Training Considerations

- Emergency response planning, coordination, and training is formalized and documented, and identifies responsibilities of employees by function
- Service continuation, restoration, and recovery plan developed
- Emergency drills and table-top exercises scheduled on a regular basis
- Coordination and training with outside agencies, including fire and rescue units, hospitals, police, hazardous materials and environmental agencies, and regional Office of Emergency Management
- Media relations, information control procedures, and policies established (internal and external to agency)
- Documentation of drills maintained, drill critiques held, and recommendations recorded with follow-up
- Emergency procedures reviewed by management on a regular basis and updated as needed
- Procedure revisions and updates incorporated into evacuation procedures and SOPs developed for signature(s) and distribution
- Regular assessments of employee proficiency conducted
- Emergency contacts list developed and kept current, and responsibility for call-outs identified
- Emergency evacuation routing for transit vehicles developed
- Employees issued quick reference guidelines for emergency situations
- Support systems developed to provide post-incident support to customers and employees
- Regular functional testing and inspection of emergency support equipment and systems
- Pre-determination of factors that would require partial or full service shut-down
- Contingency plans for loss of electrical power and radio or phone communications

## System Security Considerations

- Security plan established, which addresses all operations modes and contracted services
- System security responsibilities and duties established
- Personal safety awareness and education programs for passengers, employees and community outreach
- Security equipment regularly inspected, maintained and functionally tested
- Contingency SOPs developed, drills, and table-top exercises conducted for extraordinary circumstances:

  – Terrorism (including chemical, biological agents, and weapons of mass

destruction); riot and domestic unrest; catastrophic natural events; and system-wide communications failure

- Security SOPs reviewed on a regular basis and updates made as needed to security plan
- Data collection established for all security issues and incidents, analysis performed and recommendations made, document control established including follow-up
- Security risk and vulnerability assessments conducted, documented and reviewed
- Contingency plans for loss of electrical power and radio or phone communications
- Standard operating procedures for critical incident command, control, and service continuation and restoration
- Security training provided to all staff levels (from front-line "eyes and ears" concept to professional-level security training)
- Background checks on employees and contractors (where applicable)
- Regular assessments of employee security proficiencies conducted
- Employees issued quick reference guidelines for security situations
- Emergency contacts list developed and kept current, and responsibilities for call-outs identified
- Visitor, deliveries and contractor facility access procedures developed and visible identification required
- Concepts of crime prevention through environmental design (CPTED), applied in reviews of facilities and in new design and modifications
- Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
- Agency employees identifiable by visible identification and/or uniform
- Policy and procedures in place for facilities key control
- Planning, coordination, training and mutual aid agreements with external agencies (state, local police, FBI and other federal agencies)

## 9.4. Appendix D: Bomb Threat Checklist and Procedures

### Bomb Threat Checklist

Exact time and date of call: _____

Exact words of caller: _____

_____

_____

| Voice | Accent | Manner | Background Noise |
|---|---|---|---|
| ☐ Loud | ☐ Local | ☐ Calm | ☐ Factory Machines |
| ☐ High Pitched | ☐ Foreign | ☐ Rational | ☐ Bedlam |
| ☐ Raspy | ☐ Race | ☐ Coherent | ☐ Music |
| ☐ Intoxicated | ☐ Not Local | ☐ Deliberate | ☐ Office Machines |
| ☐ Soft | ☐ Region | ☐ Righteous | ☐ Mixed |
| ☐ Deep | | ☐ Angry | ☐ Street Traffic |
| ☐ Pleasant | | ☐ Irrational | ☐ Trains |
| ☐ Other | | ☐ Incoherent | ☐ Animals |
| | | ☐ Emotional | ☐ Quiet |
| | | ☐ Laughing | ☐ Voices |
| Airplanes | | | ☐ |
| Party Atmosphere | | | ☐ |

| Language | Speech | Familiarity with Threatened Facility |
|---|---|---|
| ☐ Excellent | ☐ Fast | Much ☐ |
| ☐ Fair | ☐ Distinct | Some ☐ |
| ☐ Foul | ☐ Stutter | None ☐ |
| ☐ Good | ☐ Slurred | |
| ☐ Poor | ☐ Slow | |
| ☐ Raspy | ☐ Distorted | |
| ☐ Pleasant | ☐ Nasal | |
| ☐ Other | ☐ Lisp | |
| | ☐ Other | |

## Questions to Ask the Caller

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

## Observations

If the voice is familiar, whom did it sound like?

Were there any background noises?

Telephone number where call was received

Person receiving call

Any additional remarks

## Bomb Threat Procedures

In recent years the use and threatened use of explosives in society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

## Steps to Be Considered

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Many transit agencies already have a disaster or emergency procedure for responding to smoke, fire, or medical emergencies in stations, administrative facilities, shops, and yards. Several aspects of these procedures remain viable in a bomb threat procedure.

However, new problems must be addressed when a bomb threat is received. For example, in the instance of a fire, effort is directed at evacuating the occupants in a

quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely re-occupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with seven logical steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Each of these steps is discussed below:

## Step 1: Threat Reception

Threats are transmitted in several ways:

Telephone Threats (threat to detonate explosive is phoned in to system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written to system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but generally, they are directed at specific system personnel rather than at the system as a whole
- The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, including:

- The time the call was received and on which telephone number or extension
- The exact words of the person making the threat should be recorded
- Indicate whether it was a male or female voice and an approximate age
- Note any accent or speech impediment or slurring of speech which could indicate intoxication or an unbalanced condition

- Listen for the presence of any background noises such as traffic, music, or other voices
- Decide if the voice is familiar
- The person receiving the threatening call should be prepared to ask the caller certain questions if the information has not been volunteered:
  - Where is the bomb?
  - When is it going to explode?
  - What does it look like?
  - What kind of bomb is it?
  - Why did you place the bomb?
  - What is your name?

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians. To assist the person receiving the call, it is suggested a printed form be readily available. A sample is provided in Appendix D. Typically, this checklist is kept readily available to the transit dispatcher or administrative personnel most likely to receive such a threat.

Written and letter/package threats should be treated as "suspicious objects" (see Step 4).

## Step 2: Threat Evaluation

Two basic descriptions of threats can be identified:

- Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."
- Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

- Notify law enforcement (whether internal transit police and/or security or local law enforcement)
- Notify management personnel
- Initiate the search procedure
- Search before evacuation of personnel (employee search)
- Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

- Radio communication cannot be used (it may detonate the device).
- The environment is specialized, therefore, it cannot be searched effectively by outsiders.

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more effectively during the search. A system that utilizes the employees – after evacuations have been ordered -- should always and only use volunteers.

The following criteria help determine what immediate action to take:

- Factors favoring a search before the movement of personnel (occupant search):
  - There is a high incidence of hoax telephone threats
  - Effective security arrangements have been established
  - Information in the warning is imprecise or incorrect
  - The caller sounded intoxicated, amused, or very young
  - The prevailing threat of terrorist activity is low
- Factors favoring movement of personnel before searching (volunteer search):
  - The area is comparatively open
  - Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
  - A prevailing threat of terrorist activity is high

## Step 3: Search Procedure

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A central control mechanism is necessary to ensure a thorough and complete response. A printed station and/or facility schematic should be identified for each major transit facility. Wherever possible, stations should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. A compendium of station/facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support

identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be "crossed off" the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be commiserating with the perceived threat level:

- An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.
- The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the station or facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

| Outside Station Areas | Inside Stations |
|---|---|
| Trash cans<br>Dumpsters<br>Mailboxes<br>Bushes<br>Street drainage systems<br>Storage areas<br>Parked cars<br>Shrubbery<br>Newspaper stands | Ceilings with removable panels<br>Overhead nooks<br>Areas behind artwork, sculptures and benches<br>Recently repaired/patched segments of walls, floors, or ceilings<br>Elevator shafts<br>Restrooms<br>Behind access doors<br>In crawl spaces<br>Behind electrical fixtures<br>In storage areas and utility rooms<br>Trash receptacles<br>Mail rooms<br>Fire hose racks |

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes or rail lines to immediately bring their vehicles to a safe location, deboard passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

## Step 4: Locating an Unidentified Suspicious Package

If an unidentified or suspicious object is found, all personnel should be instructed (1) not to move it and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object (in the event that legitimate property has been left behind in error prior to the bomb threat being received)
- Assignment of someone familiar with the building and the area where the object is located to meet the explosives disposal unit personnel on their arrival (in the event that they have been called)
- Continue implementation of search procedure until all areas have reported to central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

- Improvised explosive devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:
  - Blast over pressure (a crushing action on vital components of the body, eardrums are the most vulnerable)
  - Falling structural material
  - Flying debris (especially glass)
  - Asphyxiation (lack of oxygen)
  - Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave)
  - Bomb fragments
  - Burns from incendiary devices or fires resulting from blast damage
  - Inhalation of toxic fumes resulting from fires

The following are four general rules to follow to avoid injury from an IED:

1. Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion

2. Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation
3. Keep away from glass windows or other materials that could become flying debris
4. Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized.

Historically, perpetrators of bombings in the transit environment (in foreign countries such as Israel, France, India, and England) have used two tactics that intensify the magnitude of casualties inflicted by detonation of an explosive device:

- Perpetrators have detonated a small device to bring public safety personnel to the site; a larger, more deadly device has detonated some time after the first device, thereby inflicting a large number of casualties on the first responder community.
- Perpetrators have used a real or simulated device to force the evacuation of a facility only to detonate a much more substantial device in identified bomb-threat evacuation assembly areas. These attacks are especially harmful because the evacuation assembly areas often concentrate transit personnel and passengers more densely than would otherwise be the case.

## Step 5: Evacuation Procedure

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be

coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
- Select multiple assembly areas, if possible, to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

## Step 6: Re-Occupation of Station/Facility

Re-occupation of the building is a decision that must be made by an appropriate transit agency or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

## Step 7: Training

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventive and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

## Conclusion

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

## 9.5. Appendix E : Types of Preparation Exercises

Experience shows that exercises are the most practical, efficient, and cost-effective way to prepare for disasters and crises. The aim for any transit agency should be to develop a progressive exercise program, a long-term approach in which exercises are planned, conducted, and evaluated as building blocks to competency in crisis management.

There are two principal benefits of such a program. First, people practice their role and gain proficiency in crisis management. Second, the coordination among transit providers and local emergency response agencies is improved. These benefits arise not from exercising alone, but from evaluating the exercise and acting upon those results. An exercise has value only when it leads to individual and/or collective improvement.

Key terms used in the development of exercises include the following:

- Progressive Exercise Program: A commitment from the transit provider and community public safety agencies to plan and conduct increasingly more challenging exercises over a period of time, to achieve and maintain competency in executing the local crisis management plan.
- Objective: A goal expressed in simple, clear, specific, and measurable terms. Serves as the foundation of all exercise planning.
- Scenario: The overall outline of how an exercise will be conducted. Includes the narrative, major detailed sequence of events, problems or messages, and expected actions. Often used interchangeably with the term narrative.
- Narrative: A word "picture" that includes all essential elements of information concerning the incident used to initiate an exercise.

Types of exercises include the following:

- Drill: Supervised activities that test, develop, or maintain skills in a single response procedure (such as: communications, notification, lockdown, fire) and the possible or probable interaction with local government agency functions (such as: incident command posts, rescue squad entry, police perimeter control) which will involve actual field response. Helps prepare for more complex exercises in which several functions are coordinated and tested.
- Exercise: An activity designed to promote emergency preparedness, test or evaluate emergency operations, policies, plans, procedures or facilities, train personnel in emergency duties, and demonstrate operational capabilities.
- Full-Scale Exercise: Evaluates the operational capability of emergency response management systems in an interactive manner. Includes the mobilization of emergency personnel and resources required to demonstrate coordination and response capability. Tests total response capability as close to a real emergency as possible.

- Functional Exercise: A fully simulated interactive exercise which tests one or more functions in a time-pressured realistic simulation and focuses on policies, procedures, roles, and responsibilities.
- Orientation Seminar: An informal discussion designed to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
- Tabletop Exercise: Simulates an emergency situation in an informal, stress-free environment. Designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans.

## 9.6. Appendix F: Reporting Criminal Activity

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify [dispatch or local police]. Report as much information as possible including:

Activity: What is happening? (In plain language and with as few assumptions as possible)

Description of involved people: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is "moving," describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

## 9.7. Appendix G: Emergency Action Plan

MV facility sites will utilize the emergency action plan template from the MV Safety Policy Manual to develop a site-specific emergency action plan.

| | |
|---|---|
| **Company:** | |
| **Address:** | |

### Emergency Plan Coordinator

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Department:** | |
| **Telephone No.:** | |

### Preferred Means of Reporting Fires And Other Emergencies

| | |
|---|---|
| **Type of Emergency:** | |
| **Reported By:** | |
| **Fire:** | |
| **Explosion:** | |
| **Tornado / Weather:** | |
| **Bomb Threat:** | |
| **Chemical Spill / Leak:** | |
| **Violence:** | |
| **Medical:** | |
| **Other:** | |

## 9.7.1 Elements

### i. Emergency Escape Procedures and Routes

Emergency escape procedures and route assignments have been posted in each work area, and all employees have been trained by designated supervisors in the correct procedures to follow. New employees are trained when assigned to a work area. A sample escape procedure and escape route sheet of the type posted in work areas should be developed. (Identify and attach floor plan and escape route).

### Procedure for Employees Who Remain to Operate Critical Operations Before They Evacuate

A single procedure should be developed that describes operations, procedures, and personnel required in order for critical operations to be performed before the assigned personnel evacuate during emergency situations. A description of the special training provided should also be included.

## ii. Employee Accountability Procedures after Evacuations

Each supervisor is responsible for accounting for all assigned employees, personally or through a designee, by having all such employees report to a predetermined designated rally point and conducting a head count. Each assigned employee must be accounted for by name. All supervisors are required to report their head count (by name) to the emergency evacuation coordinator.

## iii. Rescue and Medical Duties

Specific rescue and medical duties have been assigned to designated individuals. These personnel have received special training and instructions for properly carrying out these assignments.

## iv. Alarm System

Alarm systems for notifying all employees in case of an emergency are:

When so required by specific OSHA Standards, the organization will comply with OSHA Standard 1910.165, Employee Alarm Systems.

## v. Training

The following personnel have been trained to assist in the safe and orderly emergency evacuation of other employees. (See also Appendix B-identify)

| Name | Title | Work Area | Special Assignment |
|---|---|---|---|
| | | | |

Training is provided for employees when:

- The plan was initiated
- Responsibilities change
- New employees are hired or transferred

## 9.7.2 Emergency Shutdown Procedures

During some emergency situations, it will be necessary for some specifically assigned and properly trained employees to remain in work areas that are being evacuated long enough to perform critical operations. These assignments are necessary to ensure proper emergency control.

### Assignments

| Work Area | Name | Job Title | Description of Assignment |
|---|---|---|---|
| | | | |

### Special Training

The preceding individuals have received special instructions and training by their immediate supervisors to ensure their safety in carrying out the designated assignments. A training record describing the instructions provided and the detailed procedures to be followed is maintained in the Emergency Action Plan and Fire Protection Plan coordinator's office.

### Emergency and Fire Protection Plan Coordinator:

| Name | Date |
|---|---|
| | |

### Employee Accountability Procedures Following an Emergency Evacuation

Each supervisor is responsible for accounting for each assigned employee following an emergency evacuation. This will be accomplished by performing the procedures established for such an eventuality.

### Employee Accountability

- Rally points have been established for all evacuation routes and procedures. These points are designated on each posted work area escape route.
- All work area supervisors and employees must report to their designated rally points immediately following an evacuation.
- Each employee is responsible for reporting to his or her supervisor so that an accurate head count can be made. Supervisors will check off the names of all those reporting and will report those not checked off as missing to the emergency evacuation coordinator.

- The emergency evacuation coordinator will be located at one of the following locations:
  - Primary location
  - Secondary location
- The emergency evacuation coordinator will determine the method to be utilized to locate missing personnel.

## Rescue and Medical Duties

It may become necessary in an emergency to rescue personnel and perform some specified medical duties, including first-aid treatment. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned responsibilities properly and safely.

### Assignments

| Name | Location | Special Assignment | Special Training Provided |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

### Special Instructions and Procedures

All personnel performing emergency rescue and medical duties must follow these instructions:

## 9.8. Appendix H: Chemical Hazard Communication Program Plan

MV sites will utilize the Hazardous Communication Plan contained within the MV Safety Policy Manual. An overview of the plan is as follows:

### Company Policy – 29 CFR 1910.1200(e)

MV is committed to the prevention of exposures that result in injury and/or illness; and to comply with 29 CFR 1910.1200, OSHA's Hazard Communication Standard and all applicable state health and safety rules.

All employees of MV are included under the hazard communication program. This written program will be available for review by any employee during work hours. It is located in the MV Safety Policy and Procedures Manual.

### Container Labeling – 29 CFR 1910.1200(f)

The safety manager and maintenance manager are jointly responsible for ensuring that all container labeling procedure are reviewed and updated as needed.

Description of labeling system used:

Original containers received for use will be labeled to indicate, at a minimum:

- Warning labels that are legible and in English
- The name of the chemical
- Items found on the SDS
- Pertinent physical and health hazards, including the organs that would be affected
- The name, address, and phone number of the manufacturer, importer or responsible party

Secondary containers will be labeled with, at a minimum:

- The name of the chemical as it appears on the SDS
- Appropriate hazard warnings

### Material Safety Data Sheets (SDS) – 29 CFR 1910.1200(g)

The safety manager and maintenance manager(s) at each garage are responsible for obtaining and maintaining the SDS.

The maintenance manager will review incoming SDS to make sure that they contain all required information, and for changes in health and safety information. The maintenance manager will make sure that any new information is passed on to affected employees.

When toxic or hazardous substances are received without the SDS, the maintenance manager will either call or send a letter to the supplier requesting the SDS. A written

record of all SDS requests, whether by phone or formal letter, will be placed in a special file.

Employees are not permitted to use any chemicals for which the company does not have the SDS.

SDS will be accessible to all employees during each work shift. Copies of the SDS will be kept in the maintenance shop at each garage.

## Employee Information and Training – 29 CFR 1910.1200(e) (1) (i)

The safety manager and maintenance manager are responsible for the employee training program. They will ensure that all elements specified below are carried out.

The maintenance managers are responsible for assuring that before starting work, each affected employee of MV will attend a health and safety orientation that includes information and training on the following:

- An overview of the requirements contained in the OSHA Hazard Communication Standard
- Hazardous chemicals present at his or her workplace
- Physical and health risks of the hazardous chemical
- The symptoms of overexposure
- How to determine the presence or release of hazardous chemicals in the workplace
- How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices and (PPE) personal protective equipment
- Steps MV has taken to reduce or prevent exposure to hazardous chemicals
- Procedures to follow if employees are overexposed to hazardous chemicals
- How to read labels and review SDS to obtain hazard information
- Location of the SDS file and written hazard communication program

## Hazardous Non-Routine Tasks – 29 CFR 1910.1200(e) (1) (ii)

Periodically, employees may be required to perform non-routine tasks that involve the use of hazardous chemicals.

The maintenance manager will provide information about hazardous chemicals to which employees may be exposed during non-routine tasks, prior to employees starting such tasks.

This information will include:

- Specific hazards involved
- Protective measures the employee should take

- Measures the company has taken to lessen the hazard, including ventilation, respirators, presence of another employee and emergency procedures

## Informing Contractors – 29 CFR 1910.1200(e) (2)

The safety manager and maintenance manager will provide the following information to contractors who have employees at any maintenance facility:

- Toxic and hazardous substances to which the contractor's employees may be exposed
- Precautions the employees can take to lessen the possibility of exposure
- Location of the SDS

Before work is started, the maintenance manager will contact each contractor to gather and disseminate any information concerning chemical hazards that the contractor is bringing into MV's workplace. They are also responsible for ensuring that any employees of MV who are exposed to these hazards are properly trained and protected.

## List of Hazardous Chemicals – 29 CFR 1910.1200(e) (1) (i)

The safety manager and maintenance manager are responsible for preparing and updating the list of all chemicals in the workplace that are potentially hazardous.

# Facility Emergency Action Plan

# Facility Emergency Action Plan



Updated July 2018

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

| | |
|---|---|
| **Policy #** | **Safety Policy S-21** |
| **SUBJECT** | **FACILITY EMERGENCY ACTION PLAN** |
| **POLICY** | **SCOPE:** This policy affects all MV Transportation, Inc. Divisions.<br><br>**POLICY:** It is the policy of this Company that each MV facility (Division) develops and implements a written Emergency Action Plan. This plan must address, at a minimum, the elements specified in the Minimum Requirements for Emergency Action Plans.<br><br>**RESPONSIBILITY:** All General Managers are required to develop, maintain, update and provide necessary training to ensure employees are aware of various life threatening situations, and know appropriate procedures to be followed during an emergency event. The Safety Department and the Area Safety Directors are available to assist as needed.<br><br>**MINIMUM REQUIREMENTS FOR EMERGENCY ACTION PLANS**:<br><br>Emergency Action Plans used by MV Transportation, Inc. (MVT) facilities must include the following elements:<br><br>• Persons responsible for implementing and updating the plan.<br>• Methods of notifying employees of emergency situation.<br>• Map of facility, clearly indicating exits.<br>• Methods to be used for marking exits.<br>• Requirements for keeping exits clear.<br>• Methods and routes of evacuation.<br>• Any codes used to identify specific events. |

- Phone numbers for local police, fire and medical services.
- Phone numbers for any Facility Emergency Action personnel.
- Employee training and drills.
- Posting requirements.
- Inspection procedures.
- Placement of buses/vehicles for security and safety.

Specific actions for dealing with the following emergencies/contingencies:

- Severe weather
- Bomb threats
- Fire and explosion
- Flooding
- Sabotage
- Snipers or shooters
- Procedures for plant shutdowns
- Hurricanes and tornadoes
- Civil strife
- Earthquakes
- Heighten security levels

**A. General Requirements:**

The Facility Emergency Action Plan is a written program addressing all the elements listed above. The plan should be simple and direct, using uniform emergency procedures (i.e.: evacuations). Emergency drills must be performed at least annually.

The emergency action plan needs to address the specific actions your location will take if an emergency occurs. Management and supervisory employees should be aware of any specific actions they or other designated employees are to take during the emergency. General Managers need to ensure all Division employees are knowledgeable/trained with the contents of the plan and the specific actions required from them in case of emergency. General Managers must provide an updated copy of the plan to their respective VP of Safety.

The VP of Safety and the Area Safety Directors are available to assist General Managers in drafting their Division's Emergency Action Plan.

**EMERGENCY ACTION PLAN TEMPLATE**:

The following is the template for MVT facilities' Emergency Action Plans. This template provides minimum requirements and can be modified to meet local requirements and/or operating environment.

**Persons Responsible for Plan Implementation:**

**General Manager:** The Facility Manager is responsible for maintaining and updating the plan. The General Manager must approve all revisions or changes to procedures specified in the written plan. This individual is responsible for ensuring that emergency equipment remains accessible, and is in good working order. The Genearl Manager is also responsible for scheduling drills and employee training sessions. Training must be documented.

General Managers are responsible for the following:

- Inspecting and maintaining emergency equipment located in their respective areas.
- Ensure that all employees receive the necessary training and information specified under this plan.
- Properly maintain any signs, bulletin boards, posters, or other information posted in their area.
- Ensure the orderly evacuation or relocation of their employees during emergencies and drills.
- Document all training and retain such documentation in the Division's training file.

**Employees:** Division employees are responsible for attending scheduled training sessions, familiarizing themselves with the location of exits, understanding the facility's emergency notification systems, and following the instructions of this plan and their supervisors.

**TEMPLATE / FORMAT**

**A. Facility Notification System:**

The MV Transportation, Inc. facility located at_____is equipped with a system of fire alarms. These alarms include smoke detectors and employee-activated alarms. Hearing any of these alarms indicates that an emergency situation has occurred somewhere in the facility. Instructions for appropriate action will be issued by management/dispatch. If instructions are not received immediately, employees should report to the parking lot or other designated safe location, and remain there until dismissed by their supervisors. Management is responsible to assure all employees are accounted for and out of the building.

The MV Transportation, Inc. facility located at_____is also equipped with a facility-wide public address system. In the event of an emergency, instructions will be issued over the PA system, stating the nature of the emergency, and the appropriate action to be taken.

**B. Facility Map:**

A map of this facility (Appendix A), clearly identifying emergency exits, alarms, and equipment is posted on bulletin boards. Maps must be posted in all employee common areas and dorm rooms.

**C. Marking of Exits:**

All emergency exits at MV facilities shall be clearly marked; using illuminating signs (where applicable) marked “EXIT”, in letters at least 6 inches high.

Doors that do not lead to exits, but might be mistaken as such shall be clearly marked “NOT AN EXIT.”

**D. Emergency Exits Requirements:**

- MV facilities must be equipped with a sufficient number of exits to allow the rapid and orderly evacuation of all personnel.

- Emergency Exits and the approach to Exits must be kept clear at all times.
- Emergency Exits doors must remain unlocked at all times during hours of operations or while employees are present. They are to be unobstructed at all times.
- All Emergency Exits must discharge to a street or other open space (parking lot, etc) that gives ready access to a public way.
- Emergency Exits doors serving 50 or more people must swing in the direction of exit travel.
- In hazardous areas, or where there is a chance that one Emergency Exit may become blocked by fire or smoke, at least two separate and remote Emergency Exits must be in place.
- Doors to any employee work area must be designated so that workers cannot be locked inside a room at any time.

**E. Methods and Routes of Evacuation:**

- Evacuation involves removing employees or customers from the facility/building. It is used when conditions inside the facility buildings become threatening to the life, health and/or safety of occupants, such as in the instance of fires and explosions.

- Relocation involves moving employees from one facility to another. It is used in the event of external threats, such as severe weather, civil disorder or security contingency.

- Management should identify where to go when an emergency requires the evacuation of the facility or relocation to an alternate facility. Facility Evacuation Routes and Relocation Maps directing employees to the designated alternate location should be part of the written emergency plan (App. C & D). Management needs to identify essential equipment or supplies needed at the alternate site.

- The emergency action plan shall also include details on who (managers, supervisors, etc.) will perform specific duties, such as ensuring customers and employees receive instructions on how to safely exit the building.

- MV managers may initiate either employee evacuation or relocation in an emergency. When an evacuation or relocation order is issued, employees and customers will be instructed where to go. Employees should report to this location and remain there until further instructions by their manager or other competent authority. Supervisors must account for all members of their work crews.

**F. Phone Numbers for Fire, Police and Medical Services:**

The following numbers are provided for use in emergencies and must be posted for employees to see (Appendix E):

**POLICE:**_____

**FIRE:**_____

**MEDICAL AID:**_____

**BUILDING SECURITY:**_____

**BUILDING MANAGER:**_____

**GENERAL MANAGER:** _____

**G. Employee Training and Drills:**

All MV employees will receive initial training in the implementation of this Emergency Action Plan. Training will cover the contents of the plan and its required actions. Such training will be scheduled by the General Manager and documented at time of hire.

Subsequent training and drills will be performed and documented at least annually to ensure that employees remain familiar with the information in the emergency action plan, and proper evacuation and relocation procedures.

**H. Posting Requirements:**

Emergency exit information and emergency reporting information must be placed in a visible location in each work area. A copy of the Emergency Action Plan and the facility map should be located in an area where employees

congregate – near general bulletin board and time clock.

**I. Inspection Procedures:**

The General Manager will review the condition of the facility's emergency action preparedness program twice per year as part of a general safety audit. He will also perform random inspections as appropriate.

General Managers are responsible for ensuring the emergency equipment, posters, and information in their work area is kept in good condition and up-to-date. They will also ensure that all employed in their work crews receive appropriate training and orientation in the emergency action plan.

**J. Facility Access Control:**

Each facility must have designated procedures to control access to the facility. Facility access needs to be allowed or restricted as needed (i.e.: increased terror alert levels may dictate restricted access to the facility). Special consideration / regular inspection needs to be given to the following:

- Perimeter security fences
- Access gates/doors
- Employee-only areas
- Bus/vehicle holding lots
- Exterior/interior security cameras and lighting systems
- Vendor access procedures

**K. Bomb Threats:**

- Employees will receive training on bomb threat procedures. A copy of the telephone bomb threat checklist is attached (Appendix B).
- All bomb threats must be promptly reported via the MV Event Notification procedures.

**L. Unattended Baggage/Packages:**

All employees must be encouraged to maintain a high degree of awareness for unattended bags or packages, particularly if they appear out of place or hidden. If it looks out of place, question it and notify management or local law enforcement authorities / security personnel (as appropriate). Employees will receive training on unattended baggage and package procedures.

**M. Suspicious Individuals Or Activity:**

All employees must be encouraged to maintain a high degree of awareness of their surroundings and working environment, and to take note of suspicious individuals or activities. Employees will receive training on suspicious individuals or activities procedures.

**N. Fire and Explosion:**

In case of a fire or explosion, the following procedure should be used:

- Immediately trigger the fire alarm and contact management. Inform them of the location, size and status of the blaze. Managers will notify the fire department of the problem and dispatch additional personnel to assist in controlling the fire (as safety allows).
- Attempt to control the fire with the appropriate extinguisher, if this can be done safely. (implies mandatory fire extinguisher training annually)
- Wait for further instructions from management.

Should evacuation or relocation be necessary:

- Shut down operations in the work area if these can be done safely.
- Report to the location specified in the PA announcement, or as directed by the facility manager.
- Remain at that location until instructed to go elsewhere.

**O. Chemical Spills/Fuel Leaks:**

On-site personnel will handle surface spills with absorbent. Immediately contact the Maintenance Department and your Area Safety Director if a spill cannot be handled by onsite personnel or if the spill impacts soil or waterway conveyance.

**P. Flooding:**

Flooding does not typically occur without warning. Some time for preparation is usually possible. The General Manager will determine the appropriate action to be taken in specific instances of flooding. Consideration should be given to facility shutdown procedures, protection of assets and individuals from flooding, employee parking access and

electrical and fire hazards involved.

**Q. Hurricanes, Tornadoes and Other Severe Weather:**
Hurricanes and tornadoes involve damaging high winds, with possible lightening, rain, and hail damage. Hurricanes occur primarily off the Gulf and East coasts. Tornadoes can occur in any location, although they are most likely in the South and Midwest. Advance notice is usually given of hurricanes, but tornadoes can strike without warning.

- **Hurricanes -** The General Manager will develop and implement site-specific facility shutdown and hurricane preparation procedures for each facility subject to hurricanes. Guidelines are available from local government emergency preparedness units and from the MV Safety Department.

  Facilities located in hurricane-prone areas need to strongly consider purchasing supplies that can be used to secure and protect their building prior to the onset of hurricane season (typically August through December). The supplies would include items such as plywood (window/doors protection), plastic sheeting, duct tape, sand-bags, etc. These supplies need to be stored onsite for ready use when needed.

- **Tornadoes and Other Severe Weather -** A tornado or severe weather warning will be issued over the PA system. Specific instructions will also be given at this time.

  **DO NOT GO OUTSIDE to look at tornadoes!**

  In the event of a tornado, all employees should move to center rooms and corridors, away from windows, skylights, and other areas where there is potential for flying glass. Employees should remain in this area until the all clear is given.

**R. Earthquakes:**
Earthquakes are most prevalent on the West Coast, although they may occur almost anywhere. Buildings in areas prone to earthquakes should have appropriate design features, and additional steps should be implemented to prevent shifting and falling of flammable materials

containers, compressed gas cylinders, equipment lifts, etc. The General Manager of such Divisions should prepare site-specific procedures for dealing with earthquakes.

**S. Civil Strife:**

Civil strife may result from a variety of sources, including demonstrations and strikes. The General Manager and other management personnel will work together to issue case-specific instructions for employed facing such situations. If incidents occur spontaneously on company property, they must be reported to corporate management immediately via the MV Event Notification protocols. All employees are expected to cooperate fully with management and law enforcement agencies during such events.

**T. Sabotage:**

Any incident of sabotage which results in fire, injuries or other emergency situations will be dealt with as a standard emergency as previously described, except that the following additional procedures will be followed:

- The area or item suspected of being sabotaged will not be disturbed until facility security, law enforcement and/or the facility managers have had the opportunity to inspect it.
- Incidents of suspected sabotage must be reported immediately to the General Manager. The GM will call police as appropriate.
- Employees involved in the incident will remain in the area until dismissed by facility management, unless it is unsafe to do so.

**U. Procedures for Facility Shutdown:**

Each facility must have written facility shutdown procedures. This procedure should include the following elements:

- Operation/department shutdown priorities.
- Turning off burners and other gas-operated equipment.
- De-energizing electrical equipment or circuits.
- Shutdown of fuel pumps / underground fuel tanks
- Storage of tools and equipment.
- Inventory procedures for shutdowns.
- Planned and unplanned shutdowns.
- Personnel responsibilities during shutdowns.
- Restoring operations.

| | | |
|---|---|---|
| | Appendices:<br>A. Facility Map<br>B. Bomb Threat Checklist<br>C. Directions and Map to Evacuation Site<br>D. Directions and Map to Relocation Site<br>E. List of Emergency Phone Numbers | |
| **Effective Date** | | |
| **Review Date** | | |
| **RELATED TOPICS** | | |
| **FORMS** | | |
| **BRIDGES ENDORSEMENT** | | Date: |
| **APPROVED BY** | | Date: |

# Continuity of Operations Plan



# Continuity of Operations Plan 2018

MV TRANSPORTATION, INC.
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## Overview

This Continuity of Operations Plan (COOP) template was developed for all MV facilities. This template provides a structure for developing a COOP in accordance with guidelines established in the *Federal Preparedness Circular 65, dated June 15, 2004* and guidance available from the Federal Emergency Management Agency, Office of National Security Coordination.

## Approvals

This Continuity of Operations Plan (COOP) was prepared by MV to develop, implement and maintain a viable COOP capability. This COOP complies with applicable internal agency policy, local and state regulations, and supports recommendations provided in the Federal Emergency Management Agency's Federal Preparedness Circular 65. This COOP has been distributed internally within MV and with external agencies that may be affected by its implementation.

This Continuity of Operations Plan (COOP) shall be reviewed annually. The annual review shall include an updated risk assessment for the plan components: alternate facilities, vital record implementation plans, and mission critical systems.

| Name | Signature / Printed Name | Date |
|---|---|---|
| Department Lead: | | |
| Bridges: | | |
| Human Resources: | | |
| Executive Approval: | | |

Note: The references herein to "MV" or "MV Transportation" describe MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

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# I. Executive Summary

Continuity of Operations planning refers to the internal efforts that MV must take to assure the continuance of essential functions in response to a broad spectrum of emergencies or operational interruptions. Continuity of Operations planning is an ongoing process that is driven in part by growth and change in information systems, personnel, and mission critical needs. Operational interruptions may include routine business renovation or maintenance, mechanical failure of heating or other building systems, fire, inclement weather or other acts of nature, an outbreak of pandemic influenza, or a range of threatened or actual attacks. Other events that may interrupt departmental activity include failure of information technology (IT) systems and telecommunications due to malfunction or cyber attack.

It is the policy of MV to respond quickly at all levels in the event of an emergency or threat resulting from human, technological, natural, or other causes and to ensure its ability to perform essential functions under all circumstances. To meet these objectives MV has established this COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution. The plan incorporates the following key elements associated with Continuity of Operations planning:

- Emergency concepts, actions, and procedures;
- Identification and prioritization of essential functions;
- Line of succession of essential positions required in an emergency;
- Delegations of authority and pre-delegations of emergency authorities to key officials;
- Emergency operations centers and alternate (work-site) facilities;
- Interoperable communications;
- Protection of government resources, facilities, and personnel;
- Safeguarding of vital records and databases; and
- Tests, training, and exercises.

## II. Introduction

In response to continuing worldwide terrorist threats and other emergencies such as natural and technological disasters, MV has become acutely aware of the need to develop a Continuity of Operations action plan. This plan will enable MV departments to continue essential functions across a broad spectrum of emergencies, whether those emergencies are a result of severe weather or from a blackout caused by a malfunctioning power grid. As an aid in continuing to provide these essential services under emergency conditions, MV has developed this COOP.

The objectives of this COOP include:

- Ensuring the continuous performance of MV's essential functions and operations during an emergency;
- Protecting essential facilities, equipment, records, and other assets;
- Reducing or mitigating disruptions to operations;
- Reducing loss of life and minimizing damage losses;
- Achieving a timely and orderly recovery from an emergency and resuming full service to customers;
- Identifying alternate operations locations in the event that primary operations facilities are not functional;
- Conducting essential operations from an alternate operating location within 12 hours of the event onset for a period of up to 30 days;
- Establishing lines of succession and delegations of authority;
- Identifying personnel needed to perform the department's essential functions;
- Identifying means of communication within the department and with other departments, jurisdictions, and the public;
- Establishing requirements for regularly scheduled testing, training, and exercising of department personnel, equipment, systems, processes and procedures used to support the department during a COOP event;
- Establishing requirements for development, maintenance, and annual review of the department's COOP and COOP capabilities.

## III. Purpose

The purpose of this Continuity of Operations Plan (COOP) is to describe how MV will operate in the event that an emergency that threatens or incapacitates operations. This plan conforms to the guidelines established by *Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (COOP)* and the *National Fire Protection Association 1600 Standard on Disaster/Emergency Management and Continuity of Business Programs*.

This document, which is applicable to all hazards and threats, ensures that MV is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.

## IV. Applicability and Scope

The general manager has reviewed and approved this plan for operational activities during emergencies or disasters. This plan is designed to effectively minimize system outages and down times while providing the highest level of service possible until normal operations can fully and safely resume. This plan is also intended to facilitate the response and recovery process.

This document applies to a full range of circumstances, from a short-term, localized event to a long-enduring regional emergency that may impact multiple operating facilities and applies to natural disaster events as well as man-made threats. The plan is designed to complement each division's Emergency Operations Plan.

## V. Essential Functions

MV has examined agency functions and categorized them as follows:

- Category 1: Mission Critical – Services that must remain operational at all times;
- Category 2: Immediate Post-Incident – Services that must be brought back online as soon as possible and no later than twelve hours after an incident;
- Category 3: Normal Services – Services that need not be restored in full until the incident has passed and Category 1 and 2 services are operational.

Both Category 1 and Category 2 functions are considered to be essential. The positions necessary to carry out essential functions, along with business unit support duties are listed in Appendix A – Essential Functions.

## VI. Authorities and References

Appendix B – Authorities and References lists the authorities and references that support this COOP.

# VII. Concept of Operations

In the event of a disaster or emergency, MV will rapidly organize to assess impacts on agency operations and determine needed actions. COOP operations are characterized by three distinct phases: activation and relocation, alternate facility operations, and reconstitution.

This COOP provides for the continuation of the essential functions of MV and is based on the assumption that facilities where business is normally conducted are not accessible. A fire or HAZMAT incident may require evacuation of a building with little or no advance warning using existing occupant emergency plans. There is a distinction between these situations and one in which access may not be possible for an extended period of time. In the latter case, there is a need for the deliberate, pre-planned relocation of selected key staff to an alternate location from which minimum essential functions can be performed, beginning no later than 12 hours after activation, while an assessment of longer-term alternatives is undertaken.

The alternate location will support the full complement of "mission-critical" staff assigned to it, including communications, information technology support, supplies and materials, and a secure environment, for up to 30 days.

Pandemic influenza planning necessitates different assumptions. Although an influenza pandemic will not directly affect the physical infrastructure of an agency, it could nevertheless disrupt operations since as much as 40 percent of the workforce might be absent due to illness. In addition, the agency must plan to conduct essential operations beyond the 30-day period used for other Continuity of Operations planning.

## A. Phase I: Activation and Relocation

Conditions under which this COOP might be activated include the actual or potential denial of access to areas in which MV normally conducts business or employee absenteeism of up to 40 percent due to pandemic influenza.

This plan may be activated in situations such as:

- Known threats and emergencies (with warning). Some threats may afford advance warning that will permit orderly alert, notification and, if necessary, evacuation of employees. Examples are a transportation accident with the potential for the release of hazardous material or the threat of a terrorist act.
- Unanticipated threats and emergencies during off-duty hours (no warning). Arson or a terrorist or HAZMAT incident may occur without warning when the majority of the staff is not at work. While operations from the normal place of business will not be possible, the majority of staff will be able to respond to instructions, including proper notice to relocate.
- Unanticipated threats and emergencies during on-duty hours (no warning). Incidents may also occur without warning during normal office hours. In this case, implementation of the COOP, if indicated by the circumstances, would be preceded by

execution of a building occupant emergency plan to move employees and visitors out of the building expeditiously.

## A.1 Decision Process

If a situation arises that adversely impacts or threatens MV's ability to perform essential functions, MV's COOP may be activated by the general manager, his/her designee, or his/her successor (see paragraph 3.a. of this section).

A decision by the general manager, or his or her successor, to implement the agency's COOP will, if circumstances permit, be coordinated with that division's State/County Department of Transportation (DOT). In situations where immediate activation is necessary, a decision to do so will be communicated by the general manager or his/her successor to DOT simultaneously with notification of the agency's employees.

## A.2 Alert, Notification and Implementation Process

In the event that the department's usual operating facilities are rendered inoperable and are expected to remain as such for a period of 12 hours or more, the general manager may decide to implement the agency's COOP. If this occurs, operations will be relocated to the location(s) listed in Appendix C – Alternate Facilities, so that essential functions can be performed.

In circumstances where warning is provided in advance of a triggering event, or during off-duty hours, a decision to implement the COOP will be communicated by the general manager of MV to designated essential employees by phone. A call-down list is included in Appendix C. The general manager will notify the manager at the alternate facility that the COOP has been activated and relocation is required. The agency's designated Advance Team (Appendix C) will be deployed to the alternate facility to make it ready for use. During the time between COOP activation and when the alternate facility is in operational readiness, essential employees will work from their usual operating facility if it is able to support limited operations.

The formal name for this group of essential COOP personnel is the Emergency Relocation Group. If the usual facility is not accessible, the general manager will instruct employees how to proceed.

When the Advance Team informs the general manager that the alternate facility is ready to support essential operations, the Emergency Relocation Group will report to the alternate facility. Transportation to the alternate facility will be by personal vehicle and/or shuttle service. Employees reporting to the alternate facility will take their "go kits," containing both work and personal items (See Appendix D) and any critical records/databases (See Appendix E) for which they are responsible, and prepare to become fully operational within two hours.

In circumstances where there is no warning during on-duty hours, designated essential employees will be directed by the general manager, or his/her successor, to proceed with their "go kits" to the alternate location and prepare to become fully operational within two hours of the onset of the emergency. The Advance Team will be notified of the COOP activation and will be dispatched immediately to the alternate facility to begin preparations for use. The general manager will notify the manager at the alternate facility of the immediate need to relocate. Employees relocating to the alternate facility will be transported by personal vehicle and/or shuttle service. Employees who are not required to relocate to the alternate facility will be instructed by the general manager if/where to report and, if their responsibilities will be different from their normal functions, what their role during COOP activation will be. In the case of pandemic influenza, different activation phases may be necessary based on pandemic alert levels, proximity of the outbreak to the agency's offices/facilities, and recurring outbreaks. If the COOP is implemented due to pandemic influenza, the general manager will notify employees as to which essential functions and services can be conducted from remote locations through telecommuting. Employees who are not ill will be instructed where and when to report and what responsibilities they will assume given the circumstances of the outbreak.

## A.3 Leadership

### a. Order of Succession

There may be instances when an individual who is designated as a leader is unable to fill their leadership role. Because the role is essential to the agency being able to complete its critical missions, a successor will need to assume that leadership role.

A successor will assume the duties of the leadership role when the usual leader is not able to be contacted by usual methods (e.g., telephone, cellular telephone, direct connect, etc.), and will relinquish leadership duties when the usual leader is contacted. The Continuity of Operations Plan identifies lines of succession for MV personnel. Appendix F lists the order of succession to the following:

- General Manager;
- Key MV leadership positions.

Employees responsible for maintaining vital systems and records shall be considered key department positions for purposes of succession planning.

The order of succession applies in the event that any of those listed are unable to be reached or are otherwise incapacitated.

## b. Delegations of Authority

Designated essential employees and their successors, upon appointment to an essential position, shall have the full authority and responsibility to carry out their essential functions unless otherwise indicated in this plan. Succession, in this context, pertains only to the activation of this COOP and the performance of the essential functions listed herein for the duration of COOP activation, or until relieved by proper authority.

The authorities delegated to each essential position are listed, by position, in Appendix G – Delegations of Authority.

## c. Devolution

In the event that the leadership of MV is incapacitated to a degree that would compromise the performance of the agency's essential functions under this COOP, MV shall name a successor organization responsible for the performance of these functions.

Such devolution may occur based upon a unilateral determination by that division's local DOT. In the event that devolution is deemed necessary, the remaining senior official of the devolving division and his/her designees would assist the successor division with assuming control of the devolving organization's essential functions.

# B. Phase II: Alternate Facility Operations

Upon arrival at the alternate facility, employees may need to go through a security checkpoint. At security checkpoints, all employees should be prepared to show MV identification. Temporary staff hired to fill staffing needs during the COOP emergency may be issued temporary badges, or may be placed on a list for approved access to the facility and required to show a form of picture identification.

At the security checkpoint or at the entrance to the alternate facility, essential employees reporting for duty will sign an attendance log so that shift staffing can be tracked.

When they first arrive at the alternate facility, essential employees may find that the Advance Team is still working to bring mission critical systems and vital databases and records online. In the event that personnel cannot access electronic files, they should be prepared to perform their essential functions manually.

Forms and manuals for completing processes by hand will be pre-staged at the alternate site or will be included in employee go kits. Personnel may need to use methods of communication other than telephone land lines, and should include in their go kits a car adapter to charge batteries for portable communication devices such as cellular telephones

and direct connect radios in the event that power is not immediately available at the alternate facility.

## B.1 Mission Critical Systems

Mission critical systems include information technology and communications that are required to support the agency's ability to perform its essential functions. Mission critical systems must be recovered to meet the determined Recovery Time Objective and/or Recovery Point Objective. MV has identified its mission critical systems based on the essential functions identified in Appendix A, and has included them in Appendix H – Mission Critical Systems.

## B.2 Vital Files, Records, and Databases

### a. General

To the extent necessary, MV will duplicate and store vital records and electronic files at a remote location. Vital records include the following:

- Emergency Operating Records – These records are essential to the continued functioning or reconstitution of the operating units in the department during or after an emergency that requires activation of this COOP.
- Legal and Financial Records – These records are essential to carrying out the legal/financial functions of the department or protecting the rights of individuals directly affected by the department's activities.

The vital records will be updated regularly according to an established schedule, based on the results of a risk assessment. Vital electronic files and databases also will be backed up weekly, with the backup data stored at a remote location. A list of agency vital records and databases is included in Appendix E.

### b. Vital Records Implementation Plan

If required, the department's vital records may be stored on a portable PC ("Tough Book" or similar). Preservation and access to these records is controlled by the general manager. Vital records that are in storage and are required by the department will be recoverable within two hours of the onset of an emergency. Vital records must be delivered to the specified alternate operating location.

When the COOP is activated, the general manager (or operations manager) will be responsible for ensuring that vital records stored onsite at department facilities are moved from the usual operating location to the alternate operating facility.

The general manager will maintain an inventory of vital records to ensure that they are accounted for after the move to the alternate operating facility. During the return to normal operations, the general manager (or operations manager) will retrieve records that are usually stored offsite.

During the return to normal operations, the general manager will also ensure that records stored onsite at each usual operating facility are returned to their normal locations. The vital records implementation plan should be tested as part of MV's COOP exercise program.

## c. Phase III: Reconstitution

When the general manager determines that the emergency is no longer a threat to the department, he/she will begin to plan for return to normal operations. The Advance Team, which consists of a group of designated representatives from Operations, Safety, and Maintenance departments, will return to the primary facility to ensure that mission critical systems are operational and the facility is ready for normal operations to resume.

The general manager will work with the operations manager to notify employees of the end of the emergency and the plan to return to normal operations. The general manager will notify employees using communications protocols described in Appendix I – Logistics.

After the agency has resumed normal operations, the general manager will de-activate the COOP. The director of safety will ensure that an after-action review is conducted of the COOP and the effectiveness of emergency plans and procedures in place.

If the COOP has been activated due to pandemic influenza, the human resources manager is responsible for developing plans to replace employees unable to return to work and prioritizing hiring efforts. The safety team, in conjunction with public health officials, and the local/County DOT, is responsible for ensuring that the facilities are safe for employees to return to normal operations. The review will occur as soon as possible, but no later than four (4) weeks after the return to normal operations. The review will identify areas for correction and result in the development of a remedial action plan.

# VIII. Continuity of Operations Planning Responsibilities

Continuity of Operations planning ensures continued performance of essential transportation functions during an emergency. Without Continuity of Operations planning, such functions may not be performed at a time when they are needed most. Continuity of Operations planning, therefore, requires a dedicated effort with clear delineation of responsibilities. MV has identified key positions within the organization and designated specific COOP responsibilities to those individuals. The agency's Continuity of Operations planning assignments are identified in Appendix J – Continuity of Operations Planning Assignments.

# IX. Logistics

MV has determined to what level emergency operations can be sustained internally, and has developed procedures to augment capacity beyond that level through the acquisition of services, personnel, resources, and equipment necessary to perform mission essential functions.

## A. Alternate Location

Choosing and preparing alternate locations is an integral part of Continuity of Operations planning. Selecting appropriate and compatible alternate facilities is the responsibility of the vice president of safety, or designee. Any site selected as an alternate facility is able to be operational within two hours of COOP activation and can sustain performance of essential functions for up to 30 days.

MV's alternate facilities are identified in Appendix C – Alternate Facilities. Each of these facilities is maintained on a regular basis and meets the following criteria to support performance of essential functions during COOP activation:

- Sufficient space to accommodate essential personnel;
- Adequate infrastructure, including electricity, backup power source, heating, cooling, water, and sewer;
- Food preparation area;
- In-place security measures;
- Parking lot or public transportation access; and
- Sufficient networking capabilities to support performance of essential functions.

Planning for pandemic influenza will involve alternatives to staff relocation/colocation such as "social distancing" in the workplace through telecommuting or other means.

## B. Interoperable Communications

Communications is an integral part of COOP activation. Selecting appropriate and compatible COOP communications equipment is the responsibility of the general manager.

The overall capacity should address concerns such as:

- Initial operational readiness within two hours (fully operational within four hours) and sustainable for a period up to thirty days;
- Secure communications links;
- Interoperability to include intra- and inter-departmental COOP communications and local/County EOC-to-alternate-facility communications;
- Capacity to accommodate MV COOP minimum requirements;
- Ability to communicate with customers;
- Variable and redundant capability; and
- Ability to enable employees to perform essential functions while teleworking.

Under most conditions that may require MV to activate the COOP, communications will be primarily by standard, established communication methods such as telephone land lines, two-way radios, cellular telephones, e-mail, Internet, and the 800 MHz system. However, MV recognizes that as a result of some disasters, standard communication methods may not be operable. Alternate methods of communication are described in Appendix K – Alternate Communications Methods.

## X. Test, Training, and Exercises

The effectiveness of a COOP depends on employee awareness of COOP requirements. Each employee that has an essential role in MV's readiness, including designated successors and each department/division that provides or supports the agency's ability to perform its essential functions, must know how to execute its portion of the plan. In other words, each essential employee must own the plan.

To accomplish this goal, MV will train all essential personnel on Continuity of Operations planning and conduct COOP drills where personnel will use the COOP in response to a mock disaster. The plan is adaptable to various scenarios that range from partial or short-term to complete disruptions.

COOP personnel will also test their plan, backup, and recovery systems regularly. It is through such testing that gaps can be identified and modifications made. A schedule of testing, training, and exercises is included in Appendix L. Within two weeks of implementing an exercise, the general manager will conduct an after-action review of the exercise so that participants will understand what they did well and ways they can improve their responses to COOP situations. The general manager will write an after-action report that summarizes the points raised during the after-action review.

## XI. Multi-Year Strategy and Program Management Plan

To have a viable COOP capability, agencies must sustain a high level of readiness and be prepared to implement the COOP with or without warning. MV will develop a multi-year strategy and program management plan to accomplish this state of readiness. MV will routinely assess the

needed capacity of the department, capabilities of personnel and associated resources, and modify its program management plans accordingly.

The objectives, timelines, budgetary requirements, planning and preparedness considerations, planning milestones, and tracking system are discussed in a document separate from this plan, entitled MV System Security and Emergency Preparedness Plan.

## XII. COOP Maintenance

MV will review and update its plans regularly. The work of the COOP team does not end with the development and implementation of a COOP program. An effective COOP will not remain viable without regular review and revision.

A timeline for testing and revising elements of this plan is included in Appendix M – COOP Maintenance Timeline. A checklist that identifies elements that should be included and maintained in a COOP is included in Appendix N – COOP Checklist of Plan Elements.

## XIII. Appendix A – Essential Functions

The following charts identify the responsible position titles for Categories 1 and 2 functions, **in order of priority**.

| | Category 1 Functions | Title of Responsible Position |
|---|---|---|
| 1 | Provide transportation to residents of service area | General Manager |
| 2 | Provide emergency transportation services as directed and when needed | [CLIENT] and MV |

MV departments work together to support the essential functions. Each department and its responsibilities for supporting the aforementioned essential functions are described in the following table.

| | Category 2 Functions | Title of Responsible Position |
|---|---|---|
| 1 | Dispatch and communication | General Manager |

| Department | Essential Function Support Duties |
|---|---|
| | |
| | |
| | |

## XIV. Appendix B – Authorities and References

Robert T. Stafford Disaster Relief and Emergency Relief Act, PL 93-288, as amended Code of Federal Regulations, Title 44 Code of Federal Regulations, Title 41, Part 101-20.103-4 Code of Federal Regulations.

## XV. Appendix C – Alternate Facilities

| Facility Name | Address | Agreement Type and Date | Annual Cost | Comments |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

The process for invoking use of the alternate facilities is:

- Facility is rendered inoperable for a projected time in excess of any time.

Alternate facilities allocation:

- Alternate facility for:
- Alternate facility for:
- Alternate facility for:

The Advance Team that will be deployed to the alternate facility to make it ready for use consists of the following personnel:

| Name | Position Title | E-mail Address | Office Phone | Home Phone | Cell Phone | Advance Team Responsibilities |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## XVI. Appendix D – Go Kits

A departmental go kit will include copies of the local/County Emergency Operations Plan (EOP), the department EOP, the department COOP, call-down lists, other vital records (described in Appendix E), and alternate department operating locations with maps to these locations. The go kit will also contain a laptop computer loaded with department facility locations, essential human resources and payroll information, department-specific software, and all information needed to maintain quality daily operations.

Copies of forms needed to continue providing essential transportation services, as well as forms that can be used to perform work manually should computer systems not be working properly will be included in the go kit.

Essential personnel may want to also have a personal go kit that includes personal care items. Some recommended items include:

- A change of clothing;
- Personal hygiene items (soap, shampoo, etc.);
- Drinking water;
- Non-perishable food/snacks;
- Eating utensils;
- Flashlight;
- Batteries;
- Portable radio;
- Blanket;
- First aid kit/first aid items;
- Prescription medicines;
- Contact lenses and solution.

## XVII. Appendix E – Vital Records/Databases

| Vital Record | Description | Format of Record | Location |
|---|---|---|---|
| Routes | Route Info | Electronic | All Divisions |
| Personnel | Employee Info | Paper, Electronic | All Divisions |
| Dispatch paperwork | Sign in, pullout, payroll | Paper, Electronic | All Divisions |

Division Manager is responsible for ensuring that vital records are available at the alternate facility during COOP operations, and that these records are returned to their correct locations when COOP operations cease.

| Vital File, Record, or Database | Form of Record (e.g., hardcopy, electronic) | Pre-positioned at Alternate Facility | Hand Carried to Alternate Facility | Backed up at Third Location |
|---|---|---|---|---|
| Tough book laptop | Electronic | No | Yes | No |

## XVIII. Appendix F – Lines of Succession

| Key Department Position | Lines of Succession |
|---|---|
| General Manager | Operations Manager |
| Operations Manager | Lead Supervisor |
| Safety Manager | HR Manager |
| Human Resource Manager | Safety Manager |

## XIX. Appendix G – Delegations of Authority

| Authority | Position Holding Authority | Triggering Conditions | Limitations to Delegated Authority | Delegated Purchasing Authority |
|---|---|---|---|---|
| Manager of Division | General Manager | Absence | None | Division Operations Manager |

## XX. Appendix H – Mission Critical Systems

The following table prioritizes mission critical systems and IT systems:

| System Name | Priority | Current Location | Other Locations | Dependencies |
|---|---|---|---|---|
| | | | | |

## XXI. Appendix I – Logistics

MV employees will be notified of the intent to activate and de-activate the COOP using standard protocols whenever possible. Employees will be notified by telephone, pager, two-way radio, and/or e-mail of a change in COOP status. Employees will be notified of a change in COOP status based on the category of the essential function that they perform. Employees who perform Category 1 work will be notified first, then employees who perform Category 2 work, etc.

## Employee Roster
## E-mail and Telephone Forwarding Numbers

| Category | Name | Position | Email Address | Work Phone | Home Phone | Cell Phone |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Key vendors and customers also will be notified of the intent to activate and deactivate the COOP. Notification shall be via usual methods such as land line telephone, cellular telephone, or e-mail.

## Customer Roster

| Customer | Services Provided to Customer | Point of Contact | Telephone Number | E-mail Address |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The following equipment and supplies, including software and desktop and laptop computers, will be required by MV to be able to continue its essential functions from the alternate facility.

| Equipment | Quantity | Pre-Positioned | Hand-Carried | To Be Ordered |
|---|---|---|---|---|
| | | | | |
| | | | | |

| Supplies/ Consumables | Quantity | Pre-Positioned | Hand-Carried | To Be Ordered |
|---|---|---|---|---|
| | | | | |

Replacement personnel may be required to implement the COOP. The general manager has the authority to fill vacant positions. The following skills or knowledge is required to carry out essential functions:

| Position | Skills |
|---|---|
| **General Manager** | Verbal, Phone, Computer, Decision Making |
| **Division Manager** | Verbal, Phone, Computer, Decision Making |
| **Operations Manager** | Verbal, Phone, Computer, Decision Making |

## XXII. Appendix J – Continuity of Operations Planning Assignments

| Responsibility | Position |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

## XXIII. Appendix K – Alternate Communication Methods

| Communication Method/System | Providers | Alternate Method #1 | Alternate Method #2 |
|---|---|---|---|
| Cell Phone, radio, fax, E-mail | Mobile Communications | Land Line Phone | Messaging in person |

## XXIV. Appendix L – Testing, Training, and Exercise Schedule

Quarterly: January, April, July, October

- Test COOP alert, notification, and activation procedures
- Test COOP communications equipment
- Test COOP communications protocols

Semi-Annually: May, December

- Test vital records implementation and recovery plan
- Test data recovery plan

Annually: September

- Test infrastructure at alternate facility, to include power, backup power, heating, cooling, water, and sewer
- Conduct COOP training for essential personnel
- Conduct COOP training of Advance Team
- Conduct exercise that involves the pre-planned movement of essential personnel to an alternate facility
- Conduct after-action review of COOP exercise

## XXV. Appendix M – COOP Maintenance Timeline

Start Date: _____

Three months from Start Date:

- Update Appendix A – Essential Functions
- Update Appendix C – Alternate Facilities (include risk assessments from guidance document or other source, addresses, costs, and maps)
- Update Appendix E – Vital Records/Databases
- Update Appendix F – Lines of Succession
- Update Appendix G – Delegations of Authority
- Update Appendix H – Mission Critical Systems
- Update Appendix I – Logistics

Six months from Start Date:

- Update Appendix D – Go Kits
- Update Appendix K – Alternate Communications Methods

Twelve months from Start Date:

- Update Appendix B – Authorities and References
- Update Appendix J – Continuity of Operations Planning Assignments
- Update department's Business Impact Analysis
- Perform comprehensive review of COOP

If a situation occurs that causes activation of this COOP, the timeline for updating the plan will be modified. The new start date should coincide with the date of the after-action review.

## XXVI. Appendix N – COOP Checklist of Plan Elements

1. Identify Agency/Department Critical Functions
    - Mission Critical functions
    - Immediate Post-Incident functions
    - Normal Services, non-critical
2. Identify Appropriate Authorities/References (legal, financial, contracting, human resources, delegations, etc.)
3. COOP Activation Process
    - Known threats, w/warning
    - Unanticipated threats, no warning, non-duty hours
    - Unanticipated threats, no warning, duty hours
    - Who activates?

- How?
- At what stage?

4. Alert/Notification
   - Primary and back-up system for notifying:
     - Employees
     - Advance Team
     - Essential employees
     - All other employees
     - Other departments
   - Duty hour vs. non-duty hour notification
   - Standard notification messages
5. Relocation Plans
   - Functions to be relocated
   - Alternate locations (telework, departmental facility, facility of another department, stand-alone new facility)
   - Contents of, owners of go kits
   - Match all staff with relocation option
   - Transportation to alternative site
   - Logistics (site acquisition agreements, services, personnel, resources, equipment)
   - Mission critical systems
     - Which systems are mission critical
     - Plan to recover/replicate mission critical systems
6. Succession Plan
   - Written line of succession for key leaders, managers and essential employees
   - Delegations of authority
   - Devolution strategy
7. Files/Records/Databases
   - Identify vital files, records, databases needed to support essential functions
   - Back-up system (minimum monthly) for vital records
   - Secure location for backed-up records
   - Business unit or person responsible for maintenance
   - RTO established
8. Planning responsibilities
   - Assign COOP planning responsibilities
   - Assign COOP training responsibilities
   - Training curriculum, exercise schedule, system tests
   - Multi-year strategy, budgeting, program management plan, COOP maintenance

## XXVII. COOP Checklist of Plan Elements

This checklist is intended to be used as a tool by the COOP Oversight Committee for review of each phase and to ensure that the COOP contains all elements. The agency coordinator should indicate in the "Section" and "Page" columns the location in the plan where the required element is addressed/included. A reviewer from MV will initial in the appropriate box after they have confirmed that the required plan element is included in the section/page indicated by the MV coordinator. This document will be included in the COOP Committee feedback discussions.

| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| I. Executive Summary | | | |
| Introduces concept of COOP planning | I | | |
| Establishes reason for completing COOP | I | | |
| II. Introduction | | | |
| Lists objectives of developing a COOP | II | | |
| III. Purpose | | | |
| Discusses why the plan was formulated | III | | |
| Explains the overall purpose for COOP planning | III | | |
| IV. Applicability and Scope | | | |
| Describes applicability of plan to the organization | IV | | |
| Applies to wide range of disaster causes (natural and man-made) | IV | | |
| Applies to wide scope of disasters (localized or widespread) | IV | | |
| Plan is intended to reduce/mitigate disruptions to operations | IV | | |
| V. Essential Functions | | | |
| Identifies which functions must be continued under all circumstances | V | | |
| Considers functions that cannot be disrupted for more than 12 hours | V | | |
| Prioritizes the essential functions | V | | |
| Establishes staffing requirements to perform these functions | V | | |
| Identifies mission critical data required to perform these functions | V | | |
| Identifies consumable office supplies needed to support essential functions | V | | |
| Includes a roster of essential personnel who perform these functions | V | | |



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| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| Identifies any special skills required to perform essential functions | V | | |
| Identifies other critical resources needed to perform essential functions | V | | |
| VI. Authorities and References | | | |
| Identifies relevant Federal laws and authorities | VI | | |
| Identifies relevant State laws and authorities | VI | | |
| Identifies relevant local laws and authorities | VI | | |
| Identifies local and/or agency emergency plans and other relevant references | VI | | |
| Establishes that essential functions must resume within 12 hours of an emergency and be sustainable for 30 days | VII | | |
| Describes conditions under which COOP may be activated | VII | | |
| Discusses COOP activation with warning | VII | | |
| Discusses COOP activation without warning during duty hours | VII | | |
| Discusses COOP activation without warning during non-duty hours | VII | | |
| Identifies who has authority to activate the COOP | VII | | |
| Identifies a process for decision-making | VII | | |
| Provides for notification of alternate facility | VII | | |
| Provides for notification of essential employees | VII | | |
| Provides for notification of non-essential employees | VII | | |
| Provides for notification of County officials | VII | | |
| Provides for movement of employees to alternate facilities | VII | | |
| Includes maps and directions to alternate facility from primary facility | VII | | |
| VII.A.3.a. Orders of Succession | | | |
| Establishes an order of succession to the position of agency head | VII | | |
| Establishes orders of succession to other key leadership positions | VII | | |
| Describes orders of succession by position titles rather than names of individuals | VII | | |
| Establishes rules and procedures to be followed when facing succession to office | VII | | |
| Describes conditions under which succession will take place | VII | | |



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| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| VII.A.3.b. Delegations of Authority | | | |
| Documents the legal authority for officials to make key policy decisions during a COOP emergency | VII | | |
| Identifies the program authorities needed to continue essential operations at all agency levels | VII | | |
| Delineates the limits of authority | VII | | |
| Describes the authority of an official to whom authority has been delegated | VII | | |
| Describes the circumstances under which authorities would be delegated and when they would cease | VII | | |
| VII.A.3.c. Devolution | | | |
| Identifies resources needed to transfer essential functions to a devolution site | VII | | |
| Identifies the likely triggers that would trigger the devolution option | VII | | |
| Specifies when and how control of agency operations will be transferred to the devolution site | VII | | |
| Lists necessary resources to continue operations at the devolution site | VII | | |
| VII.B. Alternate Facility Operations | | | |
| Describes arrival procedures at the alternate facility | VII | | |
| VII.B.1. Mission Critical Systems | | | |
| Identifies hardware needed at the alternate facility | VII | | |
| Identifies software needed at the alternate facility | VII | | |
| Identifies number of workstations needed for personnel working at alternate facility | VII | | |
| Identifies procedures for restoring data at alternate facility | VII | | |
| Identifies networking/communications needs at alternate facility | VII | | |
| Identifies other special needs for systems at alternate facility | VII | | |
| Includes procedures for bringing mission critical systems online at alternate facility | VII | | |
| VII.B.2. Vital Records and Databases | | | |
| Documents that a vital records program exists | VII | | |
| Assigns roles and responsibilities for maintaining the vital records program | VII | | |
| Addresses access to the following: local area network (LAN), vital electronic records, critical | VII | | |



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| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| information systems, internal and external email and archives, and vital hard copy records | | | |
| Inventories emergency operating records, legal records, and financial records | VII | | |
| Provides information about accessing vital records from storage | VII | | |
| Determines if offsite storage, alternative storage media, and duplicate records are warranted | VII | | |
| Selects appropriate media for storing vital records (microfiche, disk, tape, etc.) | VII | | |
| Provides for routinely updating vital records | VII | | |
| Vital records information is included in the go kit (hard copies, roster of personnel overseeing plan, locations of storage facilities, access procedures, etc.) | VII | | |
| Provides for training and exercising of the plan | VII | | |
| VII.C. Reconstitution | | | |
| Provides for transitioning from COOP operations to normal operations | VII | | |
| Provides for notifying personnel of a return to normal operations | VII | | |
| Provides for verifying that all mission critical systems and communications at the restored at the operating facility | VII | | |
| Requires an after-action review to be conducted | VII | | |
| VIII. COOP Planning Responsibilities | | | |
| Identifies position titles that are responsible for maintaining and updating the COOP | VIII | | |
| Assigns specific responsibilities to those individuals | VIII | | |
| IX. Logistics | | | |
| Identifies MOUs/MOAs established to support COOP | IX | | |
| IX.A. Alternate Facilities | | | |
| Identifies alternate facilities to be used during a COOP situation | IX | | |
| Includes a risk assessment for alternate facilities | IX | | |
| Alternate facility is able to be operational within 2 hours and sustainable for up to 30 days | IX | | |
| Addresses emergency power to support essential functions | IX | | |
| Addresses need for sufficient space to support | IX | | |



We Provide Freedom

| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| personnel performing essential functions | | | |
| Considers needs of personnel for food, personal hygiene, and possibly housing | IX | | |
| Addresses transportation requirements at the alternate facility (if needed) | IX | | |
| Addresses security at the alternate facility | IX | | |
| Addresses maintenance of the alternate facility | IX | | |
| IX.B. Interoperable Communications | | | |
| Addresses a range of communication methods | IX | | |
| Addresses the ability to communicate with agency personnel, other agencies, and County leadership | IX | | |
| Addresses ability to communicate with customers | IX | | |
| Includes access to data and voice systems | IX | | |
| Provides for redundant communications systems | IX | | |
| Addresses communications systems must be up and running within 12 hours and for up to 30 days | IX | | |
| X. Test, Training, and Exercises | | | |
| Establishes a COOP test, training, and exercise program | X | | |
| Provides for quarterly testing of COOP alert, notification, and activation procedures | X | | |
| Provides for quarterly testing of COOP communications abilities | X | | |
| Provides for semi-annual testing of vital records implementation and recovery plans | X | | |
| Provides for semi-annual testing of data systems and recovery | X | | |
| Provides for annual testing of primary and backup systems at alternate facilities (e.g., power, fuel, water) | X | | |
| Provides for annual training of essential personnel | X | | |
| Provides for annual training of Advance Team personnel | X | | |
| Includes an annual exercise that incorporates pre-planned movement of essential personnel to an alternate facility | X | | |
| Provides for an after-action review of COOP exercises | X | | |
| XI. Multi-Year Strategy and Program Management Plan | | | |
| Identifies short-term COOP program goals and objectives | XI | | |

| Required Element | Section | Page | Reviewer |
|---|---|---|---|
| Identifies long-term COOP program goals and objectives | XI | | |
| Establishes timelines to achieve COOP program objectives | XI | | |
| Establishes budgetary requirements needed to support COOP program | XI | | |
| Addresses additional program planning and preparedness needs for personnel and resources | XI | | |
| Identifies planning and implementation milestones | XI | | |
| Creates a tracking system to monitor program progress and identify achievements | XI | | |
| XII. Plan Maintenance | | | |
| Establishes a schedule for COOP testing and revision | XII | | |
| Requires review of COOP at least annually | XII | | |
| Requires update of risk assessments for alternate facilities | XII | | |
| Requires update of department's Business Impact Analysis | XII | | |
| Requires update of personnel contact information | XII | | |
| Requires update of maps and driving directions | XII | | |

# XXVIII. Appendix O – Glossary of COOP Related Terms

| Term | Definition |
|---|---|
| **Advance Team** | A working group responsible for coordinating the activities associated with relocation planning and deployment of essential operations and positions. |
| **After-Action Report (AAR)** | A narrative report that presents issues found during an exercise or an incident and recommendations on how those issues can be resolved. |
| **Alternate Database/Records Access** | The duplication and/or backup of vital resources and records. Also, the ability to access such resources and records in the event that the COOP is put into effect. |
| **Alternate Facilities/Work Site** | A location, other than the normal facility, used to conduct critical functions and/or process data in the event that the primary facility is inaccessible or damaged. The alternate site provides the capability to perform minimum essential department or office functions until normal operations can be resumed. |
| **Alternate Communications** | Communication methods that provide the capability to perform minimum essential department or office functions until normal operations can be resumed. |
| **Application Recovery** | The component of IT Disaster Recovery which deals specifically with the restoration of business system software and data, after the processing platform has been restored or replaced. |
| **Assessment** | The act of assessing; appraisal. |
| **Backup** | The practice of copying information, regardless of the media (paper, microfilm, audio or video tape, computer disks, etc.) |
| **Devolution** | The transfer of authority for decision-making, finance, management, and operations from one agency, or division to another |

| Term | Definition |
|---|---|
| **Emergency** | A sudden, usually unexpected event that does or could do harm to people, resources, property, or the environment. Emergencies can range from localized events that affect a single office in a building, to human, natural, or technological events that damage, or threaten to damage local operations. An emergency could cause the temporary evacuation of personnel and equipment from the site to a new operating location environment |

| | |
|---|---|
| **IT Disaster Recovery Plan** | Plan that provides recovery and restoration procedures for mission-critical information technology (IT) components/systems that are necessary to perform mission-critical business functions. This plan does not provide contingency planning guidance for business processes. |

## *XXIX. Appendix P – Pandemic Influenza Planning Checklist*

The following Appendix is intended to assist in addressing continuity of operations concerns associated with Pandemic Influenza planning. It is assumed that agencies will facilitate discussions and conduct planning exercises that will focus upon scenarios in which the entire globe would be faced with a pandemic event that places extreme demands upon the Country's standard operational norms.

This checklist is merely a planning tool and is intended to help agencies address related topics of preparedness.

While MV may or may not face a pandemic near term, experts seem to agree that when a pandemic occurs, such as one that could stem from H1N1, as much as 25-40% of our workforce might be absent caring for loved ones, or from illness themselves.

| RESPONSIBILITY & STATUS | | | CORE ISSUES |
|---|---|---|---|
| | STARTED | COMPLETED | |
| CRITICAL FUNCTIONS AND POSITIONS | ☐ | ☐ | When addressing critical services, keep in mind that we are planning for an escalating loss of personnel with longer durations than our standard emergency. Value might be derived from looking at this similarly to budget planning when identifying or prioritizing lines of business and identifying vulnerabilities. Inventory and prioritize critical services. |
| | ☐ | ☐ | What impact will occur without the service? |
| APPROPRIATE AUTHORITIES | ☐ | ☐ | Assign key staff with the authority to develop, maintain and act upon influenza pandemic preparedness and response plan. |
| | ☐ | ☐ | Determine who will serve as your Agency Pan-Flu Liaison (should be critical thinker and facilitator). |
| | ☐ | ☐ | Appropriate authorities will determine the potential impact of a pandemic on your Division's usual activities and services. Plan for situations likely to result in an increase, decrease or alteration of services you deliver. |
| | ☐ | ☐ | Determine the potential impact of a pandemic on outside resources or services that your Division depends on to deliver service. |
| SERVICE AND OPERATIONS METHODS | ☐ | ☐ | Consider that during a pandemic, systems will likely be taxed and prioritization must occur to sustain services. |
| | ☐ | ☐ | Service Methodology<br>Determine how you will assess service demands. Examples: Projected number of on-line users at peak times, projected number of facility visitors during a pandemic. Consider how select services may be offered through non-traditional means. |

| RESPONSIBILITY & STATUS | | | CORE ISSUES |
|---|---|---|---|
| | STARTED | COMPLETED | |
| | ☐ | ☐ | Determine how you will take services off-line or reinstate them. A designated commander then reinstates normal reporting procedures based on call volume and staffing.<br>Identify telework options. |
| | ☐ | ☐ | List who are critical users (remember this is trying to ensure critical services are sustained). |
| | ☐ | ☐ | Determine how you will manage usage to avoid system overload. |
| | ☐ | ☐ | Determine how many employees currently have on-line or remote access capacity. |
| | ☐ | ☐ | Determine how many employees truly need on-line or remote access capacity (mode of access?). |
| AGENCY POLICY CONSIDERATIONS | ☐ | ☐ | Review the most critical functions that may value by implementing some type of quarantine at work in the most critical periods<br>Example: Are there some functions that are so critical that it may be wise to house the employee and/or their family either at or near the workplace? |
| | ☐ | ☐ | Establish a written line of succession for key leaders, managers and essential employees. |
| | ☐ | ☐ | Determine how authority will be delegated or transitioned. Identify and train essential staff (including full-time, part-time, retirees, and unpaid or other volunteer staff.) |
| | ☐ | ☐ | Outline what the organizational structure will be during an emergency. The outline should identify key contacts with multiple backups, roles and responsibilities, and who is to report to whom (NIMS model). |
| | ☐ | ☐ | Determine what skill sets or knowledge is needed to sustain critical services and evaluate and list positions with skill sets that can be shared or cross-trained and what positions could be reallocated to like functions elsewhere. |
| | ☐ | ☐ | Keep in mind that a pandemic is global and that system access must be prioritized to minimize systems overload:<br>Determine what the critical systems are that need to be running to support critical services/functions. |
| | ☐ | ☐ | List and prioritize what systems could be taken off-line to maximize capacity. |
| | ☐ | ☐ | Determine how employees could access vital files, records, databases needed to support critical services/functions<br>Removable Drives, Phone, Hard Copy Records, On-Line, etc. |
| | ☐ | ☐ | Determine what number of employees will be performing under critical-service conditions that would have unavoidable face-to-face contact requiring Personal Protective Equipment (PPE) (i.e.: Face mask, Eye protection, Hand cleaner, Surface cleaner) |

# RECEIPT AND ACKNOWLEDGEMENT OF POLICY AND TRAINING

# CONTINUITY OF OPERATIONS PLAN (COOP)

I_____confirm that I have received a copy of the document titled: "Continuity of Operations Plan (COOP)" and understand its provisions.

I further confirm that I have received training pursuant to this Plan.

Signed: _____

Title: _____

Date: _____

# Safety Culture Guide for MV Transportation, Inc.

# Safety Culture Guide
# for
# MV Transportation, Inc.



UPDATE 2018

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## 1. Safety Culture Guide Statement

MV Transportation's Safety Culture Guide was developed to support the company with the goal of providing the safest transportation possible for our customers and clients and the safest work environment possible for our employees. Each department and each MV location is responsible for the administration of this guide such that all employees understand the specific activities for the prevention, control and resolution of unsafe conditions and actions.

MV's safety policies shall at all times be guided by the following principles:

- Safety is the responsibility of every employee.
- Our operating environment can be safeguarded.
- Injuries and occupational illness can be prevented.
- Preventing injuries and incidents is good business.
- Management will train all employees to work safely.

MV Transportation's management is responsible for providing leadership in promoting safety throughout the company. Management will ensure that all employees are committed to the safety of MV Transportation passengers, employees and property, as well as to members of the general public who come in contact with our services and system. The management team will provide and maintain a safe and healthy working environment and follow practices to safeguard employees and other persons interacting with MV personnel, property and equipment.

MV employees have a duty to carry out daily work assignments in a safe manner and their maintain work areas in accordance with established departmental safety procedures. Employees are required to abide by all procedures relating to security and safety and must not engage in any conduct that poses a threat to themselves, other employees, the general public or MV Transportation property.

The Executive Vice President of Safety & Training, the Executive Vice President of Risk Management, the Executive Management Team and the MV Transportation Executive Safety Committee have the responsibility to develop and implement programs to promote safe operations, reduce or eliminate incidents and monitor Safety compliance and maintenance.

All managers and supervisors have the responsibility to develop, implement and enforce safety rules and procedures in their respective areas.



Jon Monson, Chief Executive Officer

February 20, 2007
Date

# 2. Our Safety Culture at MV Transportation

## Creation of a Safety Culture

It is the objective of this company to conduct operations in a safe and efficient manner. Incidents that involve MV vehicles and employees prove costly and adversely affect the efficient way that we do business. But most importantly, incidents place our employees at risk, both of personal injury and lost time from work. MV Transportation is truly concerned about the safety and well being of its employees. As a result, a sustained effort is underway to eliminate incidents and injuries in the workplace. This will be accomplished by creating and maintaining a SAFETY CULTURE at each MV location with a goal of ZERO INCIDENTS and ZERO INJURIES. This is promoted across the company by MV's Zero Incident Philosophy (ZIP), which is based around the philosophy or ideal that all incidents can be prevented and that our overall goal should be zero incidents. There is more information about this further on in this section under "How to Build a Safety Culture at the Division Level."

What is a Safety Culture? It is a culture or "climate" where all employees are aware of and focused on maintaining a safe work environment. To do this, the employee must develop an attitude of "ownership" of the division's safety program. The answer to the question "Who is responsible for safety?" must emphatically be "I AM."

Each employee is responsible for safe work habits and safe working conditions. They must be willing to identify hazardous conditions and report them immediately, so that corrective action can be taken. More importantly, the employee must be aware of and avoid committing unsafe acts that often result in close calls or incidents involving personal injury.

Personal "ownership" for safety really makes sense. Our employees, with few exceptions, work individually as operators of motor vehicles – while on the road, the vehicle operator is the only person in control of his/her work environment. Loss control, therefore, depends on the employees' attitudes and commitment to safety. Statistical studies continue to show that over 90 percent of all incidents occur due to human error. Motivation of our employees to be a part of our Safety Culture is a very significant factor in the success of MV's loss control efforts. As part of the Safety Culture, MV Transportation's goal is to strive for "zero" incidents across the company.

Local management plays a key role in establishing a successful safety culture. Employees must be convinced that their manager is serious about safety - this is evidenced by your positive actions and attitudes towards safety. As a General Manager or Supervisor, you must be a role model and set a good example for your employees. Consider how counterproductive it would be to preach safety and proper work practices to your employees, and then be observed working in an unsafe manner or violating proper procedures. You must lead by example, correct those that fail to follow proper procedures, and focus on the positive by showing appreciation to those that perform their duties safely day after day.

Recognize Safe Behavior. To be successful in your efforts to establish a Safety Culture, you must provide positive reinforcement for employees exhibiting good work habits. We often tend to dwell on unsafe or incorrect behavior in and around the workplace. An employee that has committed an unsafe act must be dealt with immediately so that the unsafe behavior will not be repeated. Similarly, and just as importantly, an employee that exhibits good work habits should also receive immediate positive feedback for their efforts. Let your employees know that they are important and that you appreciate their efforts. Morale is at its peak when employees feel appreciated for the work they perform.

Promote Safety Programs. It is the responsibility of management to promote and support company programs designed to encourage safe work habits. Special effort should be made to "personally" thank and present awards to employees for achievement in the Operator of the Year Program, our Safety Awards Program, the Safe Years of Service Program, etc. Do not let an opportunity pass to exhibit your appreciation and that of the company for safety success.

## Principles of a Safe Workplace as it Relates to Our Safety Culture

### *Safety is an Ethical Responsibility*

At its core, ethics holds up a positive vision of what is right and what is good. It defines what is "worth" pursuing as guidance for our decisions and actions. Workplace injuries and deaths are too often seen in the abstract as statistics. However, when it happens to someone we love, we suddenly see the reality of the horrible pain and suffering and its widespread effect. It is our ethical responsibility to do what is necessary to protect employees from death, injury, and illness in the workplace. This is the only foundation upon which a true safety culture can be established in any workplace.

### *Safety is a Culture and Not a Program*

The combined commitment and participation of the entire organization is necessary to create and maintain an effective safety culture. Every person in the organization, from the top management of the corporation to the newest employee, is responsible and accountable for preventing injuries and incidents. This guide explains in detail how our employees at all levels are accountable and how to develop a strong safety culture.

### *Management is Responsible*

Management's responsibility is to lead the safety effort in a sustained and consistent way, establishing safety goals, demanding accountability for safety performance, and providing the resources necessary for a safe workplace. Managing safety is the responsibility of every supervisor, from the first line supervisor to the Chief Executive Officer.

### *Employees Must Be Trained to Work Safely*

Awareness of safety does not come naturally; we all need to be trained to work safely. Effective training programs both teach and motivate employees to be a productive part of the safety culture. This guide covers required safety training for all our operators and mechanics in Section 3.

### *Safety is a Condition of Employment*

The company must exhaust every reasonable means to lead, motivate, train, and take provisions to ensure our employees maintain a safe workplace. However, in the event the employee refuses to take the actions required to work safely, the company must utilize a system of progressive discipline to enforce safety requirements and ensure the cooperation of the employee or the removal of the employee from the workplace in order to protect the employee and their coworkers.

### *All Incidents and Injuries Are Preventable*

Sometimes incidents and injuries occur without the apparent indication of fault or blame. However, there is always some chain of events that occurred leading up to the incident that, had we realized the eventual outcome, someone could have interceded. The fundamental belief that incidents and injuries are, by their nature, preventable is a catalyst that encourages us to prevent them. There is more information about what constitutes preventable incidents and injuries in Section 7.

### *Safety Programs Must Be Site Specific with Recurring Audits of the Workplace and Prompt Corrective Action*

The purpose of the workplace audit is to discover and remedy the actual hazards of the site before they can injure workers. Recurring hazard analyses, comprehensive inspections, and aggressive investigation of incidents or near misses, discover potential workplace hazards and identify weaknesses in safety plans, programs, policies, and procedures. Safety regulations and generic safety programs are not sufficient means to discover hazards because they are not specific to the individual workplace. A safety audit program is site specific. Whenever a safety deficiency is found, prompt action is required both to overcome the hazard and to reinforce the message that safety is the priority. There is more information about audits in Section 4.

### *Safety is Good Business*

Reducing workplace injuries and incidents reduces the costs of workers' compensation, passenger injuries, medical expenses, property damage, potential government fines, and the expenses of litigation. **Effective workplace safety is not an expense, it is an asset.**

## How to Build a Safety Culture at the Division Level

Building a safety culture at the division level requires commitment to making safety the number one priority of the division. Is safety an everyday topic of all employees at the division? Is there a culture or climate where safety is the first consideration of everything the division does? To help General Managers, Safety Managers and Maintenance Managers build their safety culture, the following list of safety action items are excellent safety culture "building block" examples that can help achieve a strong, positive safety culture.

- Develop and implement a division safety action plan that includes measurable goals and objectives to reduce frequency of losses and strive towards zero incidents. All division staff should be involved in the plan's development and the plan must be re-written annually.
- Follow and enforce all MV policies and procedures with division employees. Employees will only really understand the importance of safety when our policies and guidelines are never compromised to cover service needs or keep an employee who should be removed.
- Retrain and provide counseling for all incidents whether they are preventable or not. There is more on the determination of incident preventability in Section 6.
- Implementation of an active Location Safety Committee (LSC). There is more about this in Section 6.
- Reward and recognize good safety performance. This is more on this in Section 5.
- Properly investigate all incidents and determine root causes. Share findings with staff, assigned Area Safety Manager and employees. Focus on future prevention.
- Weekly, monthly, quarterly and yearly analysis conducted by the Location Safety Manager or General Manager of incident and employee injury trends. Trending should be incorporated in monthly safety meeting programs and remedial and on-going training should be adjusted for future elimination and avoidance of current trends.
- Monitor and ensure proper staffing of employees. Continually recruit and train new operators.
- General Managers should meet and greet operators to discuss safety and safe driving before they pullout of the division facility on a frequent basis.
- General Managers and staffs should periodically greet operators and thank them for their efforts to perform their jobs safely when returning after completing an incident free day.
- Provide all employees with short-term goals for incident reduction with the ultimate goal of zero incidents.

- Continually post and change safety messages, safety posters and bulletins in the division. Messages should be changed or moved at least once a week.
- General Managers and staffs should frequently ride routes to evaluate and promote the importance of safe driving. This also clearly demonstrates management support to our operators.
- Monitor and enforce pre-trips and post-trips of all company vehicles. This includes daily cycling of wheelchair lifts on equipped vehicles.
- Conduct monthly audits of the division. This is now a company requirement. See Section 4.
- Use division staff and Location Safety Committee to conduct hazard assessments and mitigate identified hazards. There is more about this in Section 6.
- Conduct a job safety analysis of each employee work station to ensure employee safety.
- Require all employees to wear the proper personal protective equipment (PPE) in required areas such as our maintenance shops.
- Ensure we are following all OSHA and EPA guidelines at the division.
- Require all employees to complete mandatory OSHA required training. There is more about this in Section 3.
- Set up a safety suggestion box at the division; read and provide feedback in monthly safety meetings.
- Start all meetings with a safety message to promote safety's importance.
- Promote a safe and healthy lifestyle for all employees at work and at home.

## Company Incident History and Goals

Throughout this Safety Culture Guide, programs are described that help MV Transportation meet federal, state or client requirements. Many programs go well beyond the requirements of current laws. Each program, whether mandated or not, will help MV Transportation provide excellent service while affording its employees a safe and hazard-free workplace.

For example, every General Managers' required monthly walk around inspection of their division helps identify' hazardous conditions or unsafe acts, and action plans are created to correct problems that are found. Our comprehensive training program mandates thorough instruction to our operators prior to service, and each operator is subjected to ongoing evaluations to identify and correct any weaknesses that are found in their operating procedures. General Managers are directed and empowered to conduct thorough investigations and report vehicular incidents or employee injuries in a timely fashion. Following incidents or employee injuries, company procedures require retraining and disciplinary action on all preventable occurrences. A Safety Review of each incident is required at each facility to carefully dissect all incidents, injuries, close calls or hazardous situations, in order to avoid re-occurrence. Our programs are numerous and thorough.

With comprehensive programs in place, MV Transportation must closely evaluate its safety efforts to determine program effectiveness. Success must be measured to determine if a program works or if revisions are necessary. A successful safety culture should correlate to employees achieving safety *awards,* facilities earning employee awards quarterly, or managers earning performance bonuses tied to safety performance.

Two very important measures of safety that are tracked and reported monthly at MV Transportation are vehicular incidents and employee injuries. Both are indicators of the effectiveness of our training program; our facility audits, and our safety awards and employee programs. An explanation of each area follows. Progress reports are provided monthly in the MV Transportation Scorecard publications on Portal, and vehicular incident and employee injury results are available for management's review.

## Vehicular Incidents

The number of incidents by facility, by division and company-wide are tracked closely each month and compared to the same period of the prior year. Incidents year-to-date (YTD) are also watched closely and compared to the similar period in prior years. Another important indicator is "incidents per 100,000 miles," which provides a way to measure improvement when miles vary month-to-month or year to year. Monthly incident goals have been established for each facility, division and the company to track progress against an operating year plan. Incidents are also shown by the frequency of miles tied to it referred to as Accident Frequency Rating, or AFR. MV Transportation uses the term incident instead of accident as recently mandated by the Federal Transit Administration (FTA).

## Workers' Compensation Claims

Similarly, the number of employee injuries (workers' compensation claims) is tracked closely each month to measure progress. Statistics are kept monthly and year-to-date by facility, by division and company-wide. An important indicator is "claims per 200,000 hours worked divided by number of injuries reported," which again provides a way to measure improvement when the number of employees fluctuates. Monthly claims goals have been established for each division, region and the company to track progress against an operating year plan. These measures correlate to the national OSHA Incident reporting standard.

## Mission Statement

Our mission is to be The Standard of Excellence in the provision of passenger transportation services. We will provide these services to both public and private agencies nationwide. We will accomplish this mission in a safe, efficient and cost effective manner while treating our employees as part of our family and our customers as our most important asset

## Safety Begins with Me

To make sure every living soul at MV Transportation maintains the proper values, recognizes our responsibilities to our clients and works with a sense of purpose, we commit the following pledge to paper because "**Safety Begins with Me**":

- MV Transportation is in the business to provide safe, reliable and courteous transportation services. Safety standards will not be compromised, subordinated or diminished by any other goal.
- Employees are encouraged and rewarded as they expand their knowledge and fulfill their individual potentials.
- We want every employee to feel his or her workplace is the envy of the industry.
- We also want every customer to feel his or her bus company is the envy of the industry.

The whole point of "**Safety Begins with Me**" is to make sure our service is absolutely as good as **it** can be, by always providing:

- A quality assurance plan designed for each client
- A good relationship with the local manager
- A rewarding relationship with MV Transportation as a company
- On-time service
- Good vehicle appearance
- Safe trips
- Clean facilities

Since there are no reliable national standards or norms, we base our standards on the idea that each year we should improve on what we did the year before. Every time we enter a partnership, we hope it will be rewarding and profitable for both parties. All our efforts, energy and resources go toward achieving this goal, "**Safety Begins with Me.**"

## What Is Safety?

safe'-ty, a:

1. The condition of being safe; freedom from exposure to danger; exemption from hurt, injury or loss.
2. Knowledge of or skill in methods of avoiding incident or disease.

Our challenge and commitment as employees of MV Transportation, Inc. is to ensure that safe work habits are followed, that safe conditions exist each day in the work environment and that the elements of a safety culture are continuously emphasized by all employees.

## Job Descriptions As They Relate To Safety

### *Loss Control and Safety*

**Chief Executive Officer (CEO)**

This position must ensure the safety standards at all levels in the organization will not be compromised, subordinated or diminished by any other goal or challenge.

**Executive Safety Committee**

To establish safety policies and standards and ensure all operations managers regularly reinforce and properly monitor safety behaviors and practices throughout the company.

**Safety and Training Department**

Led by the Executive Vice President of Safety, this group is responsible for leading the safety efforts and safety direction in the company. Area Safety Directors (ASDs) lead the safety efforts for their assigned areas. The Area Safety Directors report to the Company Presidents' chief of staff for the East and West and Executive Vice President of Safety. The Area Safety Directors formally were called ASMs.

**Risk Management Department**

Led by the Executive Vice President of Risk Management, this group oversees the risk, claims and liability insurance management for the company. This group is also empowered to handle company legal issues. The Risk Management Department is also responsible for overseeing the operator qualification process that involves pre screening applicants and checking backgrounds.

### *Executive Team*

**Company Presidents, Executive Vice Presidents and Region Vice Presidents**

Ensures that: (1) all safety measures for all employees are taught to the employees at the contract level; (2) all employees understand their respective safety responsibilities; and (3) all employees carry out proper safety behaviors on a daily basis consistent with company policies and standards.

### *Division Level Management*

**General Manager**

Teaches all safety measures to all division employees or ensures that all employees are taught the proper safety practices at the contract location and ensures that all employees practice the proper safety behaviors on a daily basis.

**Operations Manager / Dispatcher**

Reinforces the proper safety policies of the company for all employees, makes daily observations of safety behaviors, acknowledges safe behavior, corrects improper employee safety behaviors and reports recurring infractions to the General Manager.

**Shop Manager / Lead Mechanic**

Ensures that all shop employees are taught the proper safety practices while working in the shop, that they practice such behaviors on a daily basis, and that all shop equipment is in a safe operational condition.

**Safety & Training Personnel**

Ensures that all employees are taught appropriate safety practices and that all training is thorough and documented, makes daily observations of safety behaviors and reports safe practices and infractions to the General Manager.

**The senior management of the MV Transportation family of companies, including the President and Region Vice Presidents, will hold all employees accountable for compliance with state and federal law regarding safety requirements and guidelines. Discovery by management that such laws or policies are not being followed may result in appropriate discipline and/or termination from the company.**

## Operator's Instructional Statement

This statement applies to all operators or operators employed by MV Transportation. It is the company's objective to provide safe and reliable transportation to all passengers entrusted to the company's care. Operators must meet all company requirements that follow and must adhere to the procedural requirements as stated. Some requirements apply specifically to transit bus operators and school bus operators and therefore should be ignored by those operators of paratransit vehicles. This statement is found in the front section of our new hire training manuals for all modes of transportation.

### *Operator Qualifications*

1. Operators are selected based on their ability, experience, training, driving record and character, without regard to race, religion, creed, color, national origin or sex.
2. All Operators shall be at least twenty-one (21) years of age.
3. Operators shall file a current medical certificate with the Risk Management's Operator Qualification section, before transporting passengers. The certificate must be dated and signed by a qualified, company-approved physician and must indicate that the operator is physically qualified to drive a bus or van. The operator's records (personnel file) must reflect a current company-required drug test.
4. Operators shall obtain and possess a Commercial Operator's License (CDL) and any permit(s) required by the state in which they operate. It shall be the employee's responsibility to keep such licenses and permits current and valid. Many MV divisions use vehicles that do not require a CDL but a medical card and physical must be obtained before starting employment.

5. Before being allowed to transport passengers, the operator must complete and provide all required company paperwork to the General Manager and the company employee file operator qualification file administrators in Risk Management.

*6*. Before being allowed to transport passengers, the operator must successfully complete MV's nationally required new-hire training program, and must sign off on their training record as an indication that the training documented in the file records is accurate and complete. See MV's Employee Handbook dated March 2006 for employee general rules.

### *Operator Requirements - Personal*

Operators shall maintain an overall appearance, which enhances public confidence in them, the company and the client. Their appearance shall promote a respectful atmosphere and set a good example for the passengers on the vehicle and fellow employees. See MV's Employee Handbook dated March 2006 for specific grooming requirements.

## DriveCam – Operator Behavior Modification and Eyewitness Video Tool

Many MV divisions have installed DriveCam, a behavior modification video system that also gives our operators eyewitness capabilities when they activate the camera. DriveCam is a self-contained event recorder that digitally records video, audio, and G-forces several seconds before and after an erratic driving incident or a vehicle incident. When such an incident occurs, a green light on the DriveCam unit turns red. This indicator light notifies the operator and supervisor that a driving event has been recorded and is ready to be viewed with HindSight 20/20 on a desktop or laptop computer. The two components—camera and software—together make up the Driving Feedback System. MV Analysts review all downloaded camera clips for the entire company in Elk Horn, Iowa and send the clip logs back to the divisions that require counseling, remedial training or positive recognition for operators.

MV's DriveCam Video Systems' Driving Feedback System does more than simply monitor driver behavior, however. It is also an effective tool for providing our operators with important, accurate, and unbiased feedback about their driving habits. In most instances, providing this feedback in a format that is easy to access and understand is adequate motivation for our operators to drive more safely and conscientiously. When additional operator training is needed for an individual, the MV Driving Feedback System assists division safety managers with preventive education and operator training efforts. Remedial operator training can proactively prevent incidents and unnecessary wear-and-tear on vehicles. All MV DriveCam divisions are responsible to maintain the DriveCam counseling system with their operators, stay up-to-date on remedial training, discipline, and recognize and reward good driving behaviors. By using the DriveCam counseling system at our divisions, at risk driving behaviors can be reduced to an absolute minimum and incidents can be avoided. All discipline progressive steps are covered in the MV employee handbook.

The Driving Feedback System has additional benefits for MV DriveCam equipped divisions. With safer driving behavior come reduced maintenance expenses. Brakes and tires last longer, proper alignment is maintained, and bumpers remain undamaged. Smoother driving also improves mileage and reduces gasoline consumption.

In the event of a collision, a DriveCam provides our safety personnel the data they need to determine fault and preventability. Innocent operators avoid suspension, administrative duty, or probation during prolonged investigations. If a MV operator is determined to be at fault, DriveCam recordings can speed up extensive processes involving our Risk Management Department in dealing with outside lawyers and insurance companies. There is more about determining preventability in Section 6.

# 3. Required Safety Training for all Operators and Mechanics

## Hazard Communication Program

MV employees work with many different chemicals in a normal workday. Each chemical has its own risk. The employees need to know about the risks involved with the chemicals they are exposed to in order to protect themselves and co-workers from sickness or injury. The Occupational Safety and Health Administration (OSHA) has created regulations that identify hazardous communications requirements. The following guidelines are provided to educate and protect our employees while complying with OSHA requirements.

The Material Safety Data Sheet booklet is compiled at each facility to provide employees with the necessary information about hazardous chemicals. It includes the name of the person responsible for the program on-site, a list of chemicals on hand at the facility, the MSDS for all chemicals, methods of labeling, and information and training conducted for employees. The booklet is kept in a location that is available to all employees, regardless of work shift. It contains:

1. Responsibility. The name of the individual(s) responsible for compiling the booklet, including periodic updates.
2. List of all hazardous chemicals. At each location, a list of hazardous chemicals must be maintained. This should be compiled taking into account all areas of work. Your list should include chemicals used in the shop, office and outside areas of the facility. The list should include, but not be limited to pesticides, paint, solvents, antifreeze, used oil, batteries, used oil filters, windshield washer fluid, cleansers (liquid or powder), fuel, floor waxes, etc.
3. Material Safety Data Sheets (MSDS). These are information sheets provided by the supplier of the chemical. There must be a separate MSDS for each chemical used at the facility. Suppliers are obligated to provide these sheets with its initial shipment. If one is not received, you should request in writing that it be sent to you as soon as possible. Document your request in the event that OSHA arrives to audit the program. Each MSDS must include the following key areas: manufacturer's name and address; chemical identification; hazardous ingredients; physical and chemical characteristics; fire and explosion hazards; reactivity; health hazards; precautions and control measures.
4. Methods for labeling. Most chemicals are distributed with hazard communication labels. If not, or if using generic containers (milk jugs, etc.), the container must be properly labeled. The label must include:
5. the identity of the substance;
6. the substance name and brand or trade name (if any);
7. physical hazards (from explosion, corrosion, spills, fire, etc.);
8. health hazards, which may be in the form of target organ warnings ("Causes skin irritation," "Causes lung damage if inhaled," etc.);
9. a number rating system to identify the severity of the chemical (1-4).
10. Information and Training. OSHA requires employers to train and continually educate employees about the hazardous communication program. A record of training and those in attendance must be kept in the MSDS booklet. To meet this requirement, MV Transportation mandates monthly tool box training at each maintenance facility. HAZCOM training can be an agenda topic monthly along with all other items to be discussed. All operators will receive the training once a year in their monthly safety meetings. The eight (8) mandatory requirements of employee training are:
    a. how the hazardous communication program is implemented;

b. physical and health hazards of the work area;
c. visual as well as smell to detect the presence of hazardous chemicals;
d. good work practices to protect themselves;
e. procedures and equipment provided to help protect employees, such as ventilation systems, personal protection equipment, etc.
f. methods used to detect hazards, such as personal monitoring and facility audits;
g. explanation of emergency procedures (911, then ?); and
h. how to read and interpret the information on labels and the MSDS.
i. The HAZCOM program will be audited yearly by the General Manager. It will also be checked as a part of a regularly scheduled Audit by RVPs and Area Safety Directors.

## Bloodborne Pathogens

### *Bloodborne Pathogens Employee Awareness Program*

The Occupational Safety and Health Administration (OSHA) issued a rule to limit the transmission of infectious diseases such as Hepatitis B virus, HIV (the virus that causes AIDS) and other "bloodborne pathogens. The rule is included in the Code of Federal Regulations at 29 CFR Part 1910.1030, Occupational Exposure to Bloodborne Pathogens. This explains mandatory training and precautionary procedures for employees at "reasonable risk," such as those working for dedicated health care providers. It contains specific requirements for pre-exposure and post-exposure control, requires implementation of universal precautionary procedures when handling or coming into contact with blood or other potentially infectious fluids, and requires health care providers to adopt and implement a written exposure control plan.

MV employees in the field are required to call dispatch for help to respond in the event a passenger or fellow employee is injured. Dispatch will call 911. Employees who choose to help out on their own are not first aid or medical providers, as defined by OSHA, but are in fact referred to as "good samaritans." Any humanitarian gesture by an employee, such as assisting another employee or a passenger with a nosebleed, is considered a "good samaritan" act and would not be considered to be "occupational exposure" despite receiving first aid training as mandated by some of MV's clients.

MV is concerned about the health and well-being of its employees. Even though their actions as a good samaritan are not covered by the act, MV Transportation is implementing a program to educate its employees about this hazard. An employee can substantially reduce the risk of contracting a bloodbome disease on the job, if they understand how it is transmitted, and more importantly, follow universal precautionary procedures established by the company.

Some states or clients may require more stringent procedures concerning the application of the Bloodborne Pathogen standard. Their program requirements will supersede those of the company's. The following will provide general knowledge of bloodborne pathogens and the risk when a person comes into contact with blood or other infectious fluids.

### *What Are Bloodborne Pathogens?*

Bloodborne pathogens are microorganisms in the bloodstream that can cause disease. They carry the HIV and Hepatitis B viruses and can be attributed to many other diseases, such as malaria and syphilis. Bloodborne pathogens are found in blood and blood products, including semen, vaginal secretions and other body fluids.

**Hepatitis B Virus (HBV)** - Hepatitis B is an inflammation of the liver. You can get the virus and not show symptoms. In this situation, a person is still contagious and can pass the disease to another individual. You can also suffer from flu-like symptoms that are minor. More severe symptoms are jaundice, dark urine, fatigue, anorexia, nausea or abdominal pain. An individual suffering from the disease will build up antibodies (a natural protection) against further occurrence. About ten percent of the Hepatitis cases are chronic (repeated illness), while about one to two percent prove to be fatal.

**Human Immunodeficiency Virus (HIV)** - HIV attacks the white blood cells that play a key role in the body's immune system. An infection from HIV may develop into AIDS anywhere from two to ten years. Early symptoms include chronic fatigue, fevers and rapid weight loss. An AIDS patient can die from one of many diseases, since the immune system is unable to fight off infections, such as forms of cancer or pneumonia.

### *How Can A Disease Be Transmitted?*

Although HIV and Hepatitis B are transmitted mainly through sexual contact and sharing needles, any situation in which blood is present in the work environment is an area of concern. Both HIV and Hepatitis B can only be transmitted if exposed blood is infectious and the blood is allowed to enter directly into the body. A bloodborne disease cannot be transmitted if you do not provide a route of entry. Infected blood on your skin does not mean you have been infected; an entry point (cut or scrape, etc.) must be present in order for the disease to enter your bloodstream. Infected blood or other infectious material could enter your system in the following manner:

1. through unprotected openings in the skin, such as cuts, scrapes and dermatitis;
2. through unprotected mucus membrane openings such as the eyes, nose and mouth;
3. through penetration into the skin by a sharp object containing the infected blood, such as broken glass, a needle, or any item that can pierce, puncture or cut the skin.

### *Should I Help An Injured Person?*

If a co-worker or passenger is injured, they should be instructed to immediately contact the proper personnel for help at their facility. Because of the risk of infection, the employee should be instructed to comfort the injured party but avoid direct contact with blood. For example, if a passenger or employee is bleeding from a wound or bloody nose, use gloves provided in the body fluid cleanup kit to apply a compress, or hand them a bandage so they can apply pressure. Remember, the only way a person can become infected is by a contaminated individual's blood entering the employee's bloodstream through a direct route of entry.

### *What Are Universal Precautions?*

Because it is impossible to tell which fellow employee or passenger may be infected with a bloodborne pathogen, it is necessary to take precautions when exposed to blood or other body fluids. By using "Universal Precautions," an employee can follow procedures that will help protect him or her against contamination. Procedures include recognition and avoidance of direct contact with blood or body fluids and the use of a body fluid cleanup kit when an exposure event occurs. Universal precautionary procedures are described in the MV Transportation New Hire Training Manual. Body Fluid Cleanup Kits are to be kept on hand at each facility, and should be placed on certain vehicles where frequent cleanup is anticipated.

### *Who Should Receive Training*

All operators and mechanics will receive minimal training concerning bloodborne pathogens. This will ensure that they are aware of the risk of contamination, the basic steps to follow when an exposure event occurs, and what procedures to follow to safely clean up a spill or ensure that cleanup procedures are

followed. Documentation of training is required; the employee's file will indicate bloodborne pathogens training, or a copy of an attendance roster (with employee's name highlighted) for this training will be placed in the employee's file. The training is required at least annually.

### *What If An Exposure Occurs?*

If an employee is exposed to blood or other infectious material on a regular basis, the Hepatitis B vaccine should be offered to the employee at our cost. The vaccine is given at three intervals and has proven to be 90% effective in preventing disease. If an employee refuses the vaccine, he or she must sign a form indicating that the vaccine was offered and that it was declined.

If an exposure occurs (the employee comes into direct contact with blood or other body fluid and direct entry into their blood is suspected), the incident must be immediately reported to management. An Exposure Incident Investigation Form must be filled out, a copy placed in the employee's file and a copy sent to the Area Safety Directors. If the employee has not been vaccinated for Hepatitis B, it must be offered again within 24 hours of exposure. The immunization is effective 7 to 14 days after an exposure event. The manager will contact a licensed health care provider for testing and vaccine. If the employee refuses the vaccine after an exposure event, the employee will be required to sign a form indicating his or her refusal to accept the vaccine.

## Lock-out Tag-out Program

### *Out of Service Procedures*

Each division must have a documented procedure for tagging and placing vehicles out of service and should receive training to explain the pre described procedure. There should be one common outline to follow in the out of service procedures then the division must adapt the outline to fit the daily needs and operations of the department. In addition, each technician must understand and perform a sufficient Lock-out Tag-out program implemented by the Maintenance Manager.

This training is primarily intended for mechanics and shop personnel but operators need to be trained to know how this program applies to the vehicles they drive.

### *Outline*

Employees should demonstrate and understand the following requirements.

### *Out Of Service (OOS) Procedures*

1. Mark vehicle noting out of service and disable when not being repaired
2. Note OOS vehicle on the maintenance OOS board
3. Tag vehicle out in dispatch and notify dispatcher
4. Reverse Procedures when placing vehicles back into service

A MV Transportation Inc. OUT OF SERVICE marking will be placed upon the operator side windshield of any vehicle that is not safe to operate or the appropriate out of service steering wheel cover should be used which can be purchased through the National account "Direct Safety". All Company employees shall be trained to recognize the marking and to abide by it. Any use of a marked vehicle shall be considered a "serious unsafe act".

The marking may not be removed and the vehicle may not be put into service until it has been repaired and put back into service by the Maintenance Department. This should be considered a minimum requirement.

## *Lock-out/Tag-out Program Procedures*

**Purpose**

The purpose of a Lock-out/Tag-out program is to establish minimum guidelines for the control of hazardous energy, employee training requirements, and periodic inspections. This ensures that employees performing service or maintenance on equipment or machinery are knowledgeable of the hazards of stored energy.

**Definitions**

1. AFFECTED EMPLOYEE-An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lock out or tag out, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.
2. AUTHORIZED EMPLOYEE-A person who locks out or tags out machines or equipment to perform service or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include servicing or maintenance covered in these guidelines.
3. CAPABLE OF BEING LOCKED OUT-An energy isolating device is capable of being locked out if it has a hasp or other means of attachment to which or through which a lock can be affixed, or if it has a locking mechanism built into it. Other energy isolating devices are capable of being locked out, if block out or lock out can be achieved without the need to dismantle, rebuild, or replace the energy isolating device or permanently altering its energy control capability.
4. ENERGIZED-Connected to an energy source, or containing residual or stored energy.
5. ENERGY ISOLATING DEVICE-A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: a manually-operated circuit breaker; a disconnect switch; a manually operated switch by which the conductors of the circuit can be disconnected from all ungrounded conductors, and, in addition, no pole can be operated independently; a line valve; a block; and any similar device used to block or isolate energy. Push buttons selector switches and other control circuit devices are not energy isolating devices.
6. ENERGY SOURCE-Any source of electrical, hydraulic, pneumatic, chemical, thermal, or other energy.
7. HOT TAP-A procedure used in the repair, maintenance and services activities that involves welding on a piece of equipment (pipelines, vessel or tanks) under pressure, in order to install connection or appurtenances. It is commonly used to replace or add sections of pipeline without the interruption of service for air, gas, water, steam or petrochemical distribution systems.
8. LOCK OUT-The placement of a lock out device on an energy isolating device, in accordance with an established procedure, ensuring that the energy isolating device and the equipment being controlled cannot be operated until the lock out device is removed.
9. LOCK OUT DEVICE-A device that uses a positive means such as a lock, either a key or combination type, to hold an energy isolating device in a safe position and prevent the energizing of the machine or equipment. Also included are blank flanges and slip blinds.

   **Note:** *Lock out devices shall be standardized within the division in at least one of the following criteria: color, shape, or size.*

10. NORMAL PRODUCTION OPERATIONS-The utilization of a machine or equipment to perform its normal operation.
11. SERVICING AND/OR MAINTENANCE- Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making

adjustments or tool changes where the employee may be exposed to the unexpected energization or start up of equipment or release of hazardous energy.

12. SETTING UP-Any work performed to prepare a machine or equipment to perform its normal production operation.
13. TAG OUT-The placement of a tag out device on an energy isolating device, in accordance with an established procedure, to indicate the energy isolating device and the equipment being controlled may not be operated until the tag out device is removed.

    **Note:** *Tag out devices shall be standardized in print and format, their attachment devices shall be a non-reusable type, attached by hand, self locking, with a minimum unlocking strength of no less than 50 pounds and having the general design and basic characteristics of being at least equivalent to a one piece all environment tolerant nylon cable tie.*

14. TAG OUT DEVICE-A prominent warning device, such as a tag and a means of attachment, which can be easily fastened to an energy isolating device in accordance with an established procedure, to indicate that the energy isolation device and the equipment being controlled may not be operated until the tag out device is removed.

**General**

1. Lock out devices shall be used, unless the usage of a lock out device would result in the need to dismantle, rebuild, replace the energy isolating device, or permanently alter its energy control capability.
2. When a tag out device is used on any energy isolating device that is capable of being locked out the tag out device shall be attached at the same location that the lock out would have been.
3. It shall be demonstrated that the tag out program will obtain the level of safety equivalent to that obtained by using the lock out program.
    a. In demonstrating that the level of safety is equivalent to that of the lock out program, all provisions of the tag out guidelines shall be followed.
    b. Additional means to consider as part of the demonstration of full employee protection shall include the implementation of additional safety measures such as the removal of an isolating circuit element, blocking of a controlling switch, opening of an extra disconnecting device, or the removal of a valve handle to reduce the likely hood of inadvertent energization.

**Note:** *Lock out/tag out devices shall be singularly identified, and shall be the only device(s) used for controlling energy and shall not be used for other purposes.*

**Application**

1. Affected employees shall be notified by supervision or the authorized employee of lock out/tag out applications or removal. The notification shall be given before the controls are applied and after they are removed from the machine or equipment.
2. Before an authorized or affected employee turns off a machine, or a piece of equipment the authorized employee shall have knowledge of the type and magnitude of the energy, the hazards of the energy to be controlled, and the method or means to control the energy. The machine or equipment shall be turned off or shut down using procedures established for that specific job. An orderly shut down must be utilized to avoid hazards to employees.
3. All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the energy source(s). Lock out and or tag out devices shall be affixed to energy isolating devices by an authorized employee and when used, affixed in such a manner that it will hold the device in a safe or off position.

4. Following the application of the isolation device(s), all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, or other wise rendered safe. If reaccumulation is possible, verification of the safe isolation shall continue until the job is complete or the possibility no longer exists. Prior to start of the job, the authorized employee shall verify that the isolation has been accomplished.

**Group Lock out/Tag out**

1. When service and/or maintenance is performed by a crew, craft, department, or other group, a documented procedure (refer to Paragraph L) shall be used to afford employees the level of protection equivalent to that provided by personal lock out/tag out procedure. Group lock out/tag out devices shall be used in accordance with the guidelines set forth in the General and Application requirements, including, but not limited to, the following specific requirements:
   a. Primary responsibility is vested in one authorized employee for a set number of employees working under the protection of the group lock out/tag out procedure.
   b. Provisions for the authorized employee to ascertain the exposure status of individual group members.
   c. Where more than one crew, craft, department, etc. is involved, the assignment of the lock out/ tag out coordination to one authorized employee.
   d. Each authorized employee shall affix a personal lock out/tag out device to the group lock out/ tag out device, group lock box, or comparable mechanism at the beginning of the job and remove at the end of the job.

**Lock out/Tag out Removal**

1. Before lock out and/or tag out devices are removed and the energy is restored, the authorized employee performs the following:
   a. Inspect the work area to assure that tools and equipment have been removed.
   b. Ensure that the machine or equipment components are operationally intact.
   c. Ensure that all employees are safely positioned or removed from the area.
   d. Notify affected employees that the isolation devices have been removed.
2. Lock out and or tag out devices shall be removed from each isolating device only by the authorized employee who applied them.

   **Exception:** *When the authorized employee who installed the device(s) is unavailable to remove it, the device may be removed under the supervision of the supervisor in charge of the job, provided:*

   a. Specific procedures and training for such removal have been developed, documented and entered as an appendix to the lock out/tag out guidelines.
   b. The specific procedures shall include:
      1. Verifying that the authorized employee is not on the job site.
      2. Making reasonable efforts to contact the authorized employee to inform him/her the isolating device(s) will be removed.
      3. Ensuring that the authorized employee is informed of the changes before he/she resumes work.

**Temporary Removal**

In situations where the lock out/tag out devices have to be temporarily removed for the purpose of testing or positioning the machine, equipment, and components thereof, the following sequence shall be followed:

1. Clear the machine or equipment of tools and/or material.

2. Remove employees from the machine or equipment area.
3. Energize and complete the testing or positioning.
4. De-energize all systems and repeat isolation procedures.

**Shift or Personnel Changes**

Specific procedures shall be used during shift or personnel changes to ensure the orderly transfer of lock out/tag out devices and the continuity of protection of the oncoming and off going employees.

**Periodic Inspection**

1. A periodic inspection of the lock out/tag out program will be conducted at least annually. The inspection is conducted to ensure the procedure and requirements are being followed. The inspection shall be performed by an authorized employee other than the authorized employee over the lock out/tag out being inspected. Any deviations and or inadequacies identified will be corrected.
2. Where lock out procedures are being used, an interview is conducted with the authorized employee of his/her responsibilities under the program. Where tag out procedures are being used, interviews with all authorized and affected employees are conducted of each employee's responsibility under the program and the elements of training received.
3. The completion of the periodic inspection must be certified. The certification shall include the following:

   Date of the inspection.

   Identification of the machine or equipment inspected.

   The employees included in the inspection, and

   The authorized employee conducting the inspection.

**Training and Communication**

Training shall be provided to ensure the purpose and function of the lock out/tag out guidelines are understood and the key knowledge and skills required for safe application, usage, and removal of the isolation devices are acquired by employees. The training shall include the following:

1. Authorized Employees
   a. Recognition of applicable hazardous energy sources.
   b. Type and magnitude of hazardous energy sources in the work place.
   c. Methods and means necessary for energy isolation and control.
2. Affected Employees
   a. Instruction in the purpose and use of the lock out/tag out program
3. All other employees whose work operations are or may be in the area where energy control procedures may be used.
   a. Lock out/tag out guidelines.
   b. Prohibiting the attempts of re-energization of isolated equipment.
   c. Limitations of tag out devices.
   d. Prohibiting removal of tag out devices.
4. When tag out devices are used, employees shall be trained as follows :
   a. Tags are essential warning devices and do not provide the physical restraint of locks.
   b. Tags are not to be removed except by the authorized employee.

c. Tags must be legible and understandable by all employees.
d. Tags and their means of attachment must withstand the environment used in.
e. Tags may evoke a false sense of security.
f. Tags must be attached to prevent inadvertent or accidental displacement.

**Retraining**

Retraining shall be provided for all authorized and affected employees whenever:

5. There is a change in their job assignment.
6. A change in machines, equipment, or process that presents a new or different hazard.
7. When the lock out/tag out procedures change.
8. Whenever the periodic inspection reveals, or when employees believe, there are deviations in the program.

**Note:** *The use of a client's Lock out/Tag out (Control of Hazardous Energy) procedure may be used if it meets the minimum requirements set forth in OSHA's 29 CFR 1910.147 standard.*

**Procedure**

1. A group lock out/tag out box may be used when maintenance or servicing is performed by a crew, department, or other group that requires an excessive amount of isolation devices.
2. The primary responsible authorized employee may place his/her isolation devices on the energy sources required to de-energize the machine or equipment. Upon completion of the de-energizing and lock out/tag out the primary authorized employee will place his/her keys in the group lock box. Each authorized employee to perform servicing or maintenance on the isolated machine or equipment will then place his/her personal lock out/tag out device on the group lock box and then sign and date the permit.
3. Upon completion of the work to be performed or as each authorized employee completes his/her assigned work he/she will remove the personal lock out/tag out device from the group lock box. The primary responsible authorized employee who isolated the machine or equipment will then remove the keys from the box and proceed to remove each isolation device.
4. If the job is not completed at the end of the work shift and the lock box is being used, one of the following shall be performed:
   a. All authorized employees (except the primary responsible authorized employee) will remove their personal lock out/tag out devices from the group lock box.
   b. Upon resuming the work on the next shift, the authorized employee will verify that his/her lock out/tag out devices has not been disturbed.
   c. Then the authorized employees performing the work will replace their lock out/tag out devices on the group lock box, or
   d. The group
   e. Lock box will remain intact with all authorized employees personal locks and tags affixed to the group lock box.

   **Note:** *The isolation points shall be verified by the primary authorized employee before resuming work on the following shift.*

**Shift or Personnel Changes**

If the group lock out/tag out is being used and another shift or different personnel are to continue work, the following procedure will be used:

1. The primary authorized employee will coordinate with the oncoming primary authorized employee as to the status of the job, verify all isolation device locations and remove his lock out/tag out device from the lock box.
2. The oncoming primary authorized employee will then place his lock out/tag out device on the lock box.
3. Then, the oncoming authorized employees will place their personal lock out/tag out devices on the lock box.

**Lock-out Tag-out training is required annually for all maintenance personnel.**

## MV Transportation Back Support Program (new)

An employee's back is always working, 24 hours a day, every day of the year. Every time a person is required to lift, sit, stand or even lie down, they are using their back. Over the years, the effects of poor posture, being overweight, not lifting in a safe manner, or simple wear and tear, accumulate and can lead to a 'problem back."

Annually, MV Transportation experiences a substantial number of claims that are attributed to back injuries. Back injuries are a major reason why employees at MV Transportation miss work or become restricted in their ability to do their jobs. Back pain may occur as a result of one event, such as a fall, but more often than not, it is a result of repeated stresses from a number of minor injuries, poor posture or poor work habits. While pain may come on suddenly, the problem or damage to back muscles has developed gradually.

The company is concerned about the safety and well-being of its employees and is also concerned about controlling costs resulting from Workers' Compensation injuries. To protect employees and reduce costs associated with worker injuries, MV Transportation will implement a mandatory back support training program *(Through annual safety meeting material presented each year in July across the company).*

### *The Back*

The purpose of the back is to support the upper body, to protect the spinal cord and to allow flexibility. The back has four natural curves at the neck, the middle back, the lower back and the tailbone. These curves support a person's weight and absorb stress. A human spine is a complex set of bones (vertebrae), connected at very sensitive joints, spaced apart by discs, held together by ligaments, and moved by muscles. Each of these structures is very sensitive and prone to injury or the fatigue of overwork. A spine is a very powerful machine capable of handling great loads as long as it is used properly.

When a person lifts, most of the stress is absorbed by the spine in the lower back. To take some pressure away from the spine, your body uses intra-abdominal pressure. This occurs with the simultaneous contraction of the stomach, back, diaphragm and pelvic floor muscles. When these muscles tighten, the abdominal cavity gives added support to the spine.

### *Back Stress and Injury*

Your lower back is stressed most by bending, twisting or loading. Loading includes lifting, pushing, pulling, carrying and sitting. The joints, discs, ligaments and muscles work to hold your spine together during these activities. Injury results when the demands are too great for these tissues to handle. The following causes typically result in back pain or injury.

1. Poor posture: Poor posture is one of the main reasons that injuries occur. It means that the spine's normal curves are exaggerated or decreased. Abnormal posture may be long-standing or it may be a particular posture an employee uses for a particular task. Spending long periods in abnormal positions is stressful and damaging to the spine.

2. Forward Bending: Excessive bending forward is one of the most common misuses of the back. The forward bent position puts a tremendous amount of strain on the posterior ligaments. It also stretches the muscles of the lower back to a point where they have very poor control of the spine's position or correction of faulty posture. An employee can easily strain these muscles or ligaments by requiring them to lift a weight while in an overstretched posture.
3. Decreased Flexibility: In order to accomplish a specific task or motion, the muscles and joints must be able to move through a certain range of flexibility. The range of movement cannot be accomplished if either the muscles or joint capsules are stiff or tight. This changes the way an employee walks, moves, lifts, sits or even sleeps. Excessive strain on tight tissues therefore occurs.
4. Poor Physical Fitness: Studies show that a healthy, fit person is able to do more work, play harder and maintain energy longer than someone not physically fit. If muscles have poor tone and flexibility, if' an individual is overweight, or if poor posture is evident, the chances of injury to the back is much greater. Poorly conditioned muscles do not have the strength, endurance or nutrition of properly conditioned muscles.
5. Incidents: Some incidents may be unavoidable. Certain actions can be taken to reduce the risk of injury, however, an employee has less risk of injury if they are well conditioned, use proper positioning and lifting techniques, and have made every effort to reduce aggravation of the back throughout the day. Other methods to reduce risk include use of proper tools and avoidance of shortcuts or overextension.
6. Work Habits: Habits are difficult but not impossible to change. Everyone has learned and used terrible lifting and posture habits. Incorrect posture creates a lot of stresses and strains on all tissues in the back. Repetitive motion is also very hazardous. The muscles doing the motion become overused and injured.

### *Proper Body Movements and Mechanics*

Preventing back fatigue and injury is a matter of knowing all the little things that gradually wear out the back and eliminating them. Special attention must be given to avoiding the errors and poor habits described in items 1 through 6 above. Employees should pay particular attention to ensuring that proper position and techniques are being used, and that the work task has been designed or changed to maximize efficiency. The following techniques should be shared with and utilized by MV Transportation employees:

1. If a work chair does not offer back support, lean forward and rest the upper body lightly upon the surface of the desk or work area using the arms or elbows as props.
2. When driving, adjust the seat to elevate the knees just above the hips. Always wear the safety belts. On long trips, stop often, stretch the back muscles and walk around to relieve stress on your back.
3. If an employee sits most of the workday, choose a chair that supports the lower back. Armrests are preferred since it prevents the weight of the employee's arms from pulling the head and shoulders forward, which stretches the lower back muscles. When possible, stand up, stretch, and walk around to relieve stress. A regular routine should be established requiring the employee to get up from the chair at least hourly.
4. If an employee must stand for long periods with little or no movement, have them elevate one foot on a footrest or other object. This helps keep the spine in proper alignment. Alternate the foot that is elevated from time to time and keep the knee bent slightly
5. Ask employees to always walk and stand up straight. Remember, poor posture is a major cause of back problems. This keeps the vertebrae aligned properly, relieving the stress on the lower back.

### *Lifting Techniques*

Whenever possible, have an employee use mechanical devices such as pushcarts, dollies or other mechanical lifts. Let the device carry the load while the employee keeps their back upright and in alignment. When the load being lifted is heavy or awkward use the "team lift." Employees should seek assistance from one or more colleagues for help. Individual lifts should be made as follows:

1. Before starting, examine the item being lifted. The employee should be taught to think before lifting. How heavy is it? Is it an awkward shape? Do I need help? What is the best way to hold it? Do I have a clear path? Where will it be put down?
2. Keep a wide base of support. The employee should spread his/her feet apart to provide more stability.
3. Keep the object close. The further the object is from the employee, the more pressure is being exerted on the lower back.
4. Bend the knees and hips. The employee should use the "squat" lift technique to utilize the buttock and leg muscles during the lift. Stomach muscles should be tightened during the lift to support the spine.
5. Maintain the lumbar curve. The employee should maintain the no mal curve in the lower back to prevent disc injury during the lift.
6. Do not twist or bend sideways. The employee must face the object being lifted. If a change of direction is necessary, pivot the feet.
7. Push rather than pull. Pushing is much easier on the back. Hands should be braced on the object with the back extended, then all pushing and moving is done with the legs.
8. Use a step stool. If an employee must reach over shoulder level, they should raise up on a step stool to get closer to the object.

### *Training/Documentation*

In order for the MV Transportation Back Support Program to be a success, employee training must be conducted annually and techniques are available from the MV Transportation training library (Phoenix Support Center and on Portal) if desired. Information provided above should also be utilized as training material for employee awareness.

<u>All training must be documented and placed in the employee's file.</u>

### *Reducing Slips and Falls during Inclement Weather*

Slips and falls throughout the year result in numerous injuries to MV Transportation employees. Falls occur on the parking lot, inside the facility in the operator area, and in our maintenance shops. They occur as a result of spills (water, drinks, etc.), on freshly mopped floors, or on grease, oil or other fluid spills in the shop area. A large percentage can be directly attributed to winter conditions at many of our facilities.

### *Facility Preparedness*

The fact that ice cleats are or aren't issued at a particular facility has little to do with other preventive measures that need to be implemented. Before and during the winter season, General Managers should ensure that salt/sand supplies are available and that sidewalks and other walkways are cleaned and treated. An action plan should be established well in advance of the first wintry conditions. Too many times in recent years action was taken after the first employee was injured from a slip and fall.

Employees should be instructed to wear proper footwear (cleats if issued), stay on treated or cleared paths, use handrails where provided, and walk cautiously when slippery conditions exist. In extreme conditions, management may want to provide a shuttle to and from parking areas to the building to reduce the amount

of hazardous walking required. Entrance areas and floors inside of the facility often have wet areas caused by melting snow or "tracking in" of moisture. These areas should be watched closely, identified with warning signs (Wet Surface) and mopped frequently.

Preventive measures are also necessary in the entrance areas of our vehicles. Not only can our employee slip and fall on icy/snow-covered steps or entrances, so can our passengers. Our employee must be instructed to watch the entrance areas closely and attempt to keep them free of ice or snow accumulation. Passengers should be warned before entering or exiting our vehicles to step or proceed with caution.

Slip and fall injuries do not have to occur. With extra caution our employees can walk to and from the building or vehicle safely. If ice cleats are provided, they must be worn when conditions warrant their use.

# 4. Safety Culture and Climate Analysis Audit

The goal of a good safety and loss control program, to effectively manage risk at the least possible cost, cannot be achieved without a reduction in the number of incidents, which lead to losses. Prevention is the most positive and rewarding cost control activity. Prevention is accomplished by an implementation of programs aimed at detecting and eliminating unsafe conditions and acts. Procedures for addressing unsafe acts are provided elsewhere in this Safety Culture Guide.

About five percent of all incidents involve an unsafe condition, so it is important that an ongoing analysis of the work environment take place to minimize this from occurring. The Safety Climate Analysis (location safety audit) provides managers with a detailed checklist for evaluating the work environment and initiating an action plan to correct any problems identified. The analysis audit includes a review of the location (Yard, Operators' Room, Shop) and Administrative Procedures (Files, Zero Tolerance Drug and Alcohol Free Workplace Program, HAZCOM, etc). It also includes a "Perception Survey" for operators and mechanics, an interview format that will give you an indication of the employees' familiarity with company policy and programs affecting the facility's "safety climate." *(Under development)*

## *Completing an Safety Analysis Audit*

An Area Safety Director (ASD) will conduct an analysis audit at least once a year. The purpose of the audit is to provide feedback to the General Manager regarding program compliance and the status of safe working conditions. If problems are identified by the Area Safety Directors, an action plan must be implemented by the General Manager to ensure safe working conditions for the employees. The General Manager/Shop Supervisor has daily responsibilities at their facility to correct problems as they occur or develop. Monthly inspections by the General Manager are now required. *(Please see attachment A to view the form.)* In larger "priority" divisions, an analysis audit may be done more frequently and as often as once a quarter. *(Please see attachment B to view the form.)*

Each item or operational aspect on the audit form is analyzed by the Area Safety Directors. Place a check mark in the appropriate column indicating whether the item is found to be in "Satisfactory" or "Unsatisfactory" condition. If the item or operational aspect is not applicable at the facility, use "N/A" in the column. If an item on the audit is deemed "unsatisfactory," it must be explained in the "Comment" column. Once an unsatisfactory condition has been found and documented on the audit form, corrective action must be taken to ensure safe working conditions for the employees. The following procedure should be followed when a safety climate analysis audit is conducted: The General Manager and/or Shop Foreman should accompany the Area Safety Directors during the walk-around inspection.

1. At the completion of the visit, the Area Safety Directors will provide the General Manager with a completed copy of the analysis and conduct a post-inspection review.
2. During the audit, if an unsafe or unsatisfactory condition is identified, the Area Safety Directors and General Manager must determine if it poses an immediate hazard to the employees. If so, action must be taken to protect the employees (i.e., "grinder has exposed cord, take grinder out of service until repaired").
3. The General Manager will establish action plans to address all problems cited by the Area Safety Directors as follows:
    a. If corrective action is necessary, indicate which weekly Action Plan references action taken or progress made.
    b. Establish who has been assigned the responsibility to insure that corrective action is taken.
    c. Consider the options available to correct the unsatisfactory condition then determine which plan will be implemented.

d. Establish a completion date for the corrective action.
e. Document the corrective action in the Action Plan, including date completed.
f. Once completed, the General Manager will notify the respective Area Safety Directors that corrective action has been taken and will include a description or explanation of that action.

4. The Area Safety Directors will retain a copy of the safety audit and will forward copies to the General Manager and Region Vice President.

### *Outside Work Activities*

1. Work activities typically performed outdoors, such as bus washing, engine cleaning, parts cleaning, vehicle painting, welding, brake repair or other such chores, should be conducted indoors whenever possible.
2. If all maintenance work is performed outdoors, immediate cleanup after all repairs must be done.
3. The use of absorbent tubes can be used to remove oil and grease while washing vehicles and other cleaning of the vehicles. Refrain from washing these products down the sewer systems.
4. In areas where pollution is entering the property from surrounding businesses, they should be notified of your efforts to try to keep your property clean. Explain to them where their pollution is entering your property.
5. If nothing is done to deter their pollution from entering your property, you should notify the local authorities for assistance.
6. The above applies to properties that are shared by other businesses.

## 5. Safety Award Programs

Through its Safety Culture Program, MV Transportation places great significance on the role of each employee. At MV Transportation, the employee is the key component to establishing a successful safety program. The MV Transportation Safety Award Program has for years rewarded employees on an individual basis for safe work ethic. The purpose of this and other safety-related programs is to focus our employees on working safely, and then reward them for their success.

The MV Transportation Safety Award Program rewards employees that meet program criteria with a safety patch. Program criteria are based on that set forth by the National Safety Council. Incident-free patches are also awarded according to the number of incident-free years of service earned by the employee. . All annual award recipients in the company's safety bonus program will also receive them. Information listed below will summarize criteria for eligibility and patch and pin ordering procedures.

**Employees eligible for Safety Awards (patches and pins) include operators, maintenance personnel, trainers and other employees, including office staff; that occasionally or frequently drive routes or trips (clerks, dispatchers, routers, etc.). General Managers and full time staff are not eligible. Regardless of the type of service being provided (transit, paratransit, etc.), all patches and pins ordered and distributed for this program will be of the same design and appearance. Pins will be allowed to be ordered only if the division's client does not allow patches on the uniform and will serve as a substitution for patches.**

1. Safety Award Candidates must work incident-free during the anniversary award period. The anniversary period begins and ends on the employee's anniversary date with the company. When determining eligibility, remember to count preventable: a) incidents; b) collisions; and c) workers' compensation claims. A workers' compensation claim shall not cause an employee to be ineligible for an award unless an investigation reveals that the employee was negligent in his or her actions leading to the injury and preventable. Examples of a negligent action include: a) a mechanic who is injured because he or she failed to wear safety glasses or use a safety shield or jack stand, b) an operator who is injured running across the lot while involved in horseplay, c) a violation of a known company policy or procedure.

The General Manager will determine if an award is earned. It is extremely important that the manager be consistent with his or her decision on all awards. If a question exists, the manager's Area Safety Director should be contacted to resolve the issue.

### *Patch Awards*

1. Patches are awarded following their first complete incident-free year. A replacement patch is awarded for an incident-free year if an employee has had a patch for three complete years. However, the employee does not have to have three successive incident-free years in order to get a replacement patch.

   **1st Year** – Patch and Incident-Free Bar awarded if criteria met.

   **2nd Year** – Incident-Free Bar awarded if criteria met.

   **3rd Year** – Incident-Free Bar awarded if criteria met.

   **5th Year** – New gold patch and Incident - Free Bar awarded if criteria met.

2. Patches are ordered from the Safety and Training Department in Phoenix by the General Manager. A blank order form is available on Portal under "Safety Awards". Keep the form and make copies as orders are necessary. Revised ordering forms will be provided when adjustments are necessary.
3. Please make sure that all orders are clear and legible. Fill out the form completely, including shipping and billing address. Fax the order to the Safety and Training Department at 602-253-8756. Keep a copy of each order faxed to the Safety and Training Department for future references.

4. Orders should be placed well enough in advance so that the patch can be presented to the employee at the operator meeting following their anniversary date. You need to order five patches per employee to cover all their shirts.
5. It is up to the General Manager to determine the number of incident-free years per employee. MV Transportation will honor preventable incident-free years when the employee was working for a company acquired by MV Transportation, so do your best to verify that records are accurate.
6. Incident-free years do not have to be consecutive. For example, if the employee has worked for seven years and six of those years are incident-free, they will receive credit for six years, even if the break occurred in the middle somewhere. The employee will receive a five-year bar and one incident-free year bar for their patch.
7. Patches and bars are to be displayed on the right upper sleeve for uniformity. Thoroughly explain how this program works to the employees and the "preferred" right sleeve display.
8. At the manager's discretion, you are welcome to order replacement bars or the large patch for your employees when they become frayed or lost. It is recommended that all patches be replaced when an employee receives new shirts. The cost for patches is handled by the Safety and Training Department's National Safety budget.

### *Katherine McClary Operator of the Year Program*

The Katherine McClary Operator of the Quarter and Year program is a new program that recognizes Katherine McClary, a pedestrian that was killed in North Carolina in a bus collision. MV Transportation has named this new Operator of the Quarter and Year program after her. The program honors her name and helps promotes driving safely.

Each quarter all divisions select a quarterly winner based on no preventable collisions in the prior twelve months and for outstanding job performance; of these four quarterly winners, the division selects the division's Operator of the Year. Each division's Operator of the Year winner is a candidate for the Regional Operator of the Year Award; Regional Operator of the Year winners are candidates for the National Operator of the Year Award. *(See Operator of the Quarter / Year qualification form, attachment C.)*

# 6. Location Safety Committees

A Location Safety Committee (LSC) will be required and established at each division facility. The primary function of the committee is to work as a team in creating and maintaining a safe work environment for fellow employees and helping with system safety and security at the division. The LSC is also responsible hazard reduction and hazard resolution.

## Committee Members

- General Manager
- Safety Manager
- Staff Person (Assistant Manager, Clerk, Dispatcher, etc.)
- Maintenance person (required if maintenance is performed at the division)
- Operators (one per *25* buses or vans, not to exceed four operators)

## Voluntary Terms

It is recommended that staff and maintenance members of the review board voluntarily serve one-year terms commensurate with the MV Transportation budget year. However, the General Manager and the Safety Manager are required positions on the committee.

## Meetings

It is recommended that the Manager leading committee meetings establish the appropriate time and frequency for Safety committee meetings to fit the schedules and needs of the division. The committee will meet once a month at a minimum. At locations where vehicle incidents or workers' compensation frequency is high, the committee should meet as often as weekly. Agenda topics should include unsafe acts or conditions found at the facility, a review of incidents or close calls involving equipment or employee injuries, as well as a review of old and new business.

## LSC Committee Functions

**Facility Workplace Safety:** The committee should provide input/ideas to ensure a safe work environment is established and maintained. Employees exhibiting safe work habits will be identified and reported to the committee. The committee will determine the manner in which safe practices or behavior should be recognized at the facility. All unsafe conditions/acts will be reported to the manager/supervisor and the committee will determine or recommend an action plan of correction. The committee will encourage fellow employees to work in a safe manner, provide input/ideas for safety posters/messages at the workplace, and promote a safe work environment through input/ideas for safety topics at monthly safety meetings.

**Other specific safety and security-related tasks of the LSC are as follows:**

- Coordinate safety activities of the division.
- Meet to evaluate and resolve safety issues at the division level.
- Conduct special meetings as necessary at the request of Management.
- Compile pertinent location safety data to identify and assess operational risk.
- Request management to provide safety support, such as data acquisition and analyses.
- Perform analyses to identify safety problems related to maintenance activities.

- Use Committee consensus to develop hazard resolutions.
- Identify and assign tasks for the division to manage the location security plan based on the System Security and Emergency Preparedness Plan (SSEPP)
- Coordinate and plan at least one annual emergency preparedness drill.
- Coordinate and plan at least one annual fire drill.

## Incident Review Committee Analysis

**(per requested client guidelines only, all other divisions follow MV Employee Handbook Incident Investigation Guidelines)**

**Incident or Employee Injury Review:** The committee may be assigned to reviewing all incident reports at the facility **(per client contract guidelines only)**. If so, their primary focus will be the prevention of similar future incidents. The committee will, a) discuss and recommend techniques/changes to avoid similar incidents, b) offer input/ideas to review or alter local training programs to improve employee abilities, c) review near-misses to avoid future unsafe acts or conditions resulting in an incident or employee injury, and d) focus attention on creating a safety culture at the facility that is directed at injury prevention for fellow employees.

**Note:** The General Manager has the responsibility for determining employee discipline following an incident and must get concurrence with the Area Safety Manager. The Location Safety Committee will not discuss discipline procedures resulting from the incident or have input on what discipline measures should be taken.

## Determining Incident Preventability

**(information provided by the National Safety Council)**

Experience in fleet safety over the years has shown that certain types of incidents are generally considered non-preventable. In the absence of extenuating circumstances and conditions, others are considered preventable. The General Manager must judge each incident individually to determine preventability on the part of the employee. The following guidelines will assist the manager in making decisions.

Definition: "A **preventable incident** is any **incident in which the operator** failed to do everything reasonable to avoid it"

Preventability is also defined as driving in fill compliance with all applicable laws and in such a manner as to avoid incident involvement despite adverse conditions (road, weather, traffic, errors of other motorists). Icy roads, bad weather, curves, hills, narrow roads, and/or the absence of signs or signals are no excuse for an incident. The carelessness, recklessness or ignorance of other operators or pedestrians does not necessarily relieve the operator of fault of an incident.

The following guidelines are based on the National Safety Council rules for determining preventability. There are several types of incidents listed below, accompanied by a series of questions. If the answer to any question is "NO," then the operator was not practicing defensive driving.

### *Intersection Incidents*

It is the responsibility of professional operators to approach, enter and cross intersections fully prepared to avoid incidents that might occur through the actions of other drives. Complex traffic movement, blind intersections or failure of other operators to conform to the law or traffic control devices will not automatically discharge an incident as "preventable." Intersection incidents are preventable even though the professional operator has not violated traffic regulations.

The failure of an operator to take precautionary measures prior to entering an intersection encompasses nine factors:

1. Did the operator approach the intersection at a speed safe for conditions?
2. Was the operator prepared to stop before entering the intersection?
3. Where sight was restricted, did the operator move out cautiously?
4. Did the operator check cross traffic (look left, right, left) before entering the intersection?
5. Did the operator make sure other operators would stop for traffic signal or stop sign?
6. Did the operator obey all traffic signs?
7. Did the operator signal well in advance of a stop or lane change/turn?
8. Did the operator turn from the proper lane?
9. Was the operator alert for turns of other vehicles?

### *Vehicle Ahead (Hit Other Vehicle in Rear)*

Regardless of the abrupt or unexpected stops of the vehicle ahead, a operator can prevent front-end collisions by maintaining a safe following distance at all times. This includes being prepared for possible obstructions on the highway, either in plain view or hidden by the crest of a hill or curve. Operators are also expected to adjust their space cushion if another vehicle passes and cuts in. Over- driving headlights at night are a common cause of front-end collisions.

1. Was the operator maintaining a safe following distance (at least four seconds)?
2. Was the operator keeping eyes and attention ahead of the car in front?
3. Did the operator approach the intersection cautiously, expecting the vehicle in front to stop for a signal light?
4. Did the operator wait for the vehicle ahead to move into the clear before starting up?
5. Did the operator avoid skidding or making a panic stop?
6. Did the operator properly judge rate of overtaking?

### *Vehicle Behind (Struck In Rear)*

Investigations often disclose that operators risk being struck from behind by failing to maintain a margin of safety to the front of their vehicle. If a operator is being followed closely he or she should increase the space to the front of the vehicle to avoid abrupt stops or slowing maneuvers. Preventable rear-end collisions are, a) preceded by a rollback, b) an abrupt stop at a traffic light, grade crossing or passenger pickup, or c) failure to signal. Failure to signal intentions or to slow gradually should be considered preventable.

1. Was the operator maintaining a safe following distance?
2. Did the operator slow down gradually to stop, park or turn?
3. Did the operator signal well in advance of a passenger pick-up or drop-off?
4. Was the operator stopped in the proper lane waiting to turn?
5. Was the operator stopped in traffic due to existing conditions?
6. Was the operator's vehicle legally and properly parked?

### *Backing*

Practically all backing incidents are preventable. An operator is not relieved of the responsibility to back safely when a guide is involved in the maneuver. Careful route planning and position of vehicle could avoid many backing maneuvers.

1. Was it necessary to back the vehicle?
2. Did the operator park properly in relation to the vehicle ahead to avoid a backing maneuver?
3. Did the operator have approval to back?
4. Did the operator try to get assistance?
5. Did the operator look all around the vehicle before backing?
6. Did the operator back immediately after looking?
7. Did the operator back slowly?
8. Did the operator sound the horn before backing and use 4-way hazard lights?

### *Pedestrians and Passengers*

An unusual route of a pedestrian at mid-block or from between parked vehicles does not necessarily relieve the operator of responsibility. The pedestrian always has the right of way and the operator must adjust accordingly. The operator who fails to reduce speed when pedestrians, bicycles, etc. are operated within sight distance has failed to take necessary precautions to prevent an incident. Passenger incidents are preventable when they are caused by faulty operation of the vehicle. Even though the incident did not involve a collision, it must be considered preventable when the operator stops, turns or accelerates abruptly.

1. Did the operator drive through congested area cautiously?
2. Was the operator prepared to stop?
3. Did the operator keep as much clearance as possible between the bus and parked vehicles to either side?
4. Did the operator give all pedestrians the right-of-way?
5. Were all passengers seated before the vehicle was put in motion?
6. Did the operator accelerate gradually from the stop?
7. Did the operator avoid sudden stops or turns that may cause passenger injury?
8. Did the operator handle and maneuver the wheelchair properly inside and outside of the vehicle?
9. Did the operator properly secure the wheelchair or assistive device?

### *Pulling From a Curb/Drive*

A professional operator checks traffic in all directions prior to entering the traffic stream. Vehicles already in the driving lane have the right-of-way and caution must be taken to avoid pulling out in front of them or affecting their speed or lane position. An incident is preventable if the operator fails to follow precautionary procedures when entering traffic.

1. Did the operator look to the front and rear before pulling from the curb?
2. Did the operator signal before pulling from the curb?
3. Did the operator start out only when it would not require traffic to change speed or direction in order to avoid contact?
4. Did the operator continue to check traffic as they moved out?
5. Did the operator make a fill stop before entering from a drive or side street?
6. Did the operator yield right-of-way to approaching traffic?

### *Sideswipe/Head-On*

It is extremely important to investigate thoroughly when a sideswipe or head-on incident occurs. Even though an opposing vehicle enters your traffic lane, it may be possible to avoid a collision. If the oncoming vehicle is passing and the operator fails to slow down, stop or move to the right to allow the vehicle to re-enter the proper lane, the operator has failed to take action to prevent the occurrence. The professional operator is observant and should be aware of oncoming vehicles crowding the center line or driving erratic.

1. Was the operator in the proper lane of traffic?
2. Did the operator pull to the right and slow or stop for the vehicle entering their driving lane (if such action could be taken without further endangerment)?

### *Passing/Being Passed*

Failure to pass safely indicates faulty judgment on the part of the operator. Unusual actions of the operator being passed or of oncoming traffic might appear to exonerate a operator involved in a passing incident; however, the entire pass is voluntary and the operator's responsibility. Sideswipes and cut-off while being passed are preventable when the operator fails to yield to the passing vehicle by slowing or moving to the right if necessary. If the passing motorist gets in trouble, the professional operator is observant and is prepared to help out.

1. Was the passing maneuver necessary?
2. Did the operator pass in an area free of obstructions (hills, curves, etc.)?
3. Did the operator pass in an area free of approaching traffic?
4. Did the operator refrain from pulling out in front of traffic overtaking from the rear?
5. Did the operator obey all no-passing signs/markings?
6. Did the operator signal?
7. Did the operator return properly to the right lane of traffic without cutting off the vehicle being passed?
8. While being passed, did the operator stay in the proper lane and hold speed or reduce speed and move right to assist passing motorist?

### *All Others*

Other types of incidents occur that can best be judged by applying the preventable definition provided previously. Many incidents, such as overturning, skidding or running off the road, may result from an emergency action by the operator. Examine the operator's procedure prior to the incident to determine if speed or other driving errors contributed to the incident.

1. Was the operator operating at a safe speed according to weather and road conditions?
2. Were all driving actions gradual?
3. Was the operator anticipating ice on bridges, or in shady areas, were they alert for loose gravel, sand or ruts?
4. Did the operator observe traffic well ahead to avoid emergency action?
5. Did the operator properly judge clearance?
6. Did the operator operate in compliance with all company procedures?
7. Did the operator do a thorough pre-trip to detect possible mechanical problems?

**A Defensive Operator is one who commits no driving errors and makes allowances for the lack of skill or improper driving practice of other motorists.** They also make adjustments to compensate for unusual weather, road and traffic conditions, and are not tricked into incidents by unsafe actions of pedestrians or other operators. They know when it is necessary to slow down, stop or yield the right-of- way to avoid involvement.

This guide, while it is designed to assist in determining the preventability of incidents, cannot list every type of incident that may be encountered. It does cover the most common aspects of the principal types of incidents and should provide guidance to the General Manager in determining preventability.

# Safety Committee Hazard Resolution Process

## Hazard Identification and Resolution Process (MIL - 882D)

The Location Safety Committee should use a process of identifying and resolving hazards at the division level based on the FTA and American Public Transit Association's (APTA) adaptation of U.S. Military Standard MIL-882D. It involves three stages: **Hazard Identification, Hazard Assessment and Hazard Resolution.** A description of this process follows*:*

## Hazard Identification

Hazard identification is a process whereby an attempt is made to discover conditions in the system, which, if not altered, has the potential to cause accidents, injuries or other losses. All employees are charged with the responsibility of identifying and reporting conditions that have the potential to cause accidents, injuries or other losses. These conditions may be found in the form of physical hazards, unsafe actions, and policies that create or fail to recognize hazards. There also may be certain employees who, through periodic field observations, review of incident and complaint data, and performance and complaint records, are identified as needing special counseling, retraining or re-assignment.

Potentially hazardous conditions also may be identified through other means, including those listed below:

1. Reports from passengers and other individuals through contact with our client, customer service, field personnel or management personnel.
2. Reports from operators and other field personnel regarding hazards associated with MV vehicles, schedules, routes, manifests, policies and procedures.
3. Reports from maintenance personnel regarding equipment and facilities maintenance hazards.
4. Investigation and review of incidents and employee injuries by safety personnel.
5. Collection and analysis of incident statistics and Risk Management information systems data regarding safety, incident rates and claims reports.
6. Safety audits performed by knowledgeable system personnel.
7. Information, experiences and ideas from support departments.
8. Observations of facilities and operations in the workplace, including offices, by agency personnel.

Conditions that have been identified as hazardous or potentially hazardous are reported to the general manager and the MV Transportation Location Safety Committee (LSC). The report may be made verbally or by use of a Hazard ID Form. If the department has not been able to correct the condition within 30 days of receipt of the verbal or written report, the item is placed on the agenda of the next meeting of the LSC.

## Hazard Assessment

Hazard assessment involves determining whether assuming some or all of the risk associated with a particular hazard would be acceptable and whether or not corrective action is called for. It involves hazard severity, hazard probability and risk assessment.

### *Hazard Severity*

Hazard severity is a subjective measure of the worst credible mishap that could be expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure or malfunction, and/or procedural deficiencies. Using U.S. Military Standard MIL-882D, the LSC assigns one of four severity categories:

**Hazard Severity Table**

| Category | Description |
|---|---|
| **1 – Catastrophic** | Death or system loss |
| **2 – Critical** | Severe injury, severe occupational illness or major system damage |
| **3 – Marginal** | Minor injury, occupational illness or system damage |
| **4 – Negligible** | Less than minor injury, occupational illness or system damage |

### *Hazard Probability*

The likelihood that a hazard will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical safety data. Hazard probabilities are ranked as shown in the following table:

**Hazard Probability Table**

| Probability Level | Description |
|---|---|
| **A – Frequent** | Likely to occur frequently. Continually experienced in the fleet/inventory. |
| **B – Probable** | Likely to occur several times in life of an item.<br>Likely to occur frequently in the fleet/inventory. |
| **C – Occasional** | Likely to occur sometime in life of an item.<br>Likely to occur several times in the fleet/inventory. |
| **D – Remote** | Unlikely, but possible to occur in the life of an item.<br>Reasonably expected in the fleet/inventory. |
| **E – Improbable** | So unlikely, occurrence is not expected.<br>Unlikely to occur, but possible in the fleet/inventory. |

### *Risk Assessment*

After assessment of the severity and probability of a hazard, key departments and the LSC will use a standard analysis. A determination will be made regarding acceptance of the risk or taking corrective action. Risk assessment issues of significant impact will be submitted to the Executive Vice President of Safety and the CEO. This procedure also will be followed if there are issues where there is a lack of consensus by the department involved and the LSC.

**Risk Assessment Frequency/Severity Matrix**

| Frequency | Severity | | | |
|---|---|---|---|---|
| | 1<br>Catastrophic | 2<br>Critical | 3<br>Marginal | 4<br>Negligible |
| A – Frequent | 1/A | 2/A | 3/A | 4/A |
| B – Probable | 1/B | 2/B | 3/B | 4/B |
| C – Occasional | 1/C | 2/C | 3/C | 4/C |
| D – Remote | 1/D | 2/D | 3/D | 4/D |
| E – Improbable | 1/E | 2/E | 3/E | 4/E |

### *Hazard Resolution*

After the risks are assessed a plan is developed for resolution. There are essentially four choices in the hazard resolution process as shown in the Hazard Resolution Table below.

**Hazard Resolution Table**

| Severity / Frequency | Resolution |
|---|---|
| 1/A \| 1/B \| 1/C \| 2/A \| 2/B \| 3/A \| | Unacceptable - correction required. |
| 1/D \| 2/C \| 2/D \| 3/B \| 3/C \| | Unacceptable - correction may be required after review by GM and Area Safety Directors. |
| 1/E \| 2/E \| 3/D \| 3/E \| 4/A \| 4/B \| | Acceptable - with review by GM and AREA SAFETY DIRECTORS. |
| 4/C \| 4/D \| 4/E \| | Acceptable - without review. |

The following hierarchy is used to eliminate or control hazards in the system:

**Design for Minimum Risk.** Provisions are made in all designs for the identification and elimination of hazards through appropriate safety design concepts, such as fail-safe designs and redundancy. If the identified hazards cannot be eliminated they are controlled by reducing the risk to an acceptable level.

**Use of Safety Devices.** Hazards that cannot be eliminated through design selection are reduced to an acceptable level of risk through the use of fixed, automatic or other protective safety design features or devices. The design provides for periodic functional checks of safety devices.

**Use of Warning Devices.** When neither design nor safety devices can effectively control an identified hazard, devices are used to, a) provide timely detection of the hazard, b) generate adequate warning signals, and c) minimize the probability of incorrect reaction to the warning by employees or other individuals.

**Provide Special Procedures.** Where it is impossible to eliminate or adequately control hazards through design, safety devices or use of warning devices, procedures and training are used to control the hazard.

Precautionary notation is standardized and safety-critical tasks require certification through completion of MV Transportation-approved training courses.

When the LSC has reached a consensus, a recommendation is first presented to the general manager and the area safety director (ASD). The general manager may accept, modify or reject the recommendation with the Area Safety Director's consensus. If modified or rejected, the LSC is called into session for further review and recommendation. Upon final approval of the committee, the resolution is placed into the hands of the responsible department for implementation.

## Follow-Up

Follow-up of implemented resolutions is the responsibility of both the LSC and the involved department(s). Two primary methods are used:

1. **Statistical Analyses**. Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable time period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics also can provide confirmation.
2. **Audits.** Auditing of the implementation resolution, including selective interviewing of involved parties, surveillance, blind studies and use of inspectors. If the resolution is not fulfilling the original objective or if implementation is inadequate, the LSC will be responsible for taking appropriate action.

## OSHA 300 Reporting Procedures (required reporting)

The Occupational Safety and Health Act of 1970 requires employers to prepare and maintain records of occupational injuries and illnesses. The act made the Secretary of Labor responsible for the collection, compilation and analysis of statistics of work-related injuries and illnesses. Employers with 11 or more employees in the Transportation industry must keep OSHA records. If employers have more than one establishment with combined employment of 11 or more employees, records must be kept for each individual establishment. This means that each facility operated by MV Transportation must record and maintain their own records to satisfy this standard. Two forms are used to satisfy OSHA recordkeeping requirements. One form, the OSHA 300 log, serves as both the Log of Occupational Injuries and Illnesses, on which the occurrence and extent of cases are recorded during the year. This form also serves as the Summary of Occupational Injuries and Illnesses, which is used to summarize the log at the end of the calendar year to satisfy posting obligations. A second form, OSHA Form No. 300A, Supplemental Record of Occupational Injuries and Illnesses, provides more detailed information about an individual injury or illness. To satisfy OSHA requirements, we must fill out the OSHA 300 Log and summary page.

This training requirement is intended for management staff and to make operators and mechanics aware of the reporting requirements and the annual posting requirements.

### *OSHA 300 Log*

The use of the OSHA 300 Log is mandatory. It is used for recording and classifying occupational injuries and illnesses and for noting the extent of each case. The log shows when the injury or illness occurred, to whom, the regular job of the employee at the time, the kind of injury/illness, how much time was lost, whether the employee returned to restricted (light) duty, etc. OSHA 300 and 300A Summary Logs are distributed company-wide in December by the Safety Group. If at any other time during the year you need a copy of the log, call the Safety Group at **1 - 877 – MVSAFE - T (687-2338).**

### *Location of Records/Retention Requirements*

Injury and illness records must be kept for every physical location where operations are performed. The OSHA 300 Log is kept at the division and should be updated as employees are injured or as revisions are needed on previous entries (to record additional days lost, etc.). The log and summary, OSHA 300A form, must be retained in each establishment for five calendar years following the end of the year to which they relate.

### *Posting Requirements*

The portion of the OSHA No. 300A Summary Log to the right of the dotted vertical line is used to summarize injuries and illnesses in an establishment for the calendar year. Employers who are required by law to keep OSHA records must prepare an annual summary for each establishment based on the information contained on the log. The summary is prepared by totaling the column entries on the log and signing and dating the certification portion of the form at the bottom of the page. The safety group has a summary log available for divisions with the formulas inserted so the calculations are made.

The annual summary must be posted at each facility by February 1 and remain in place until April 30 to provide employees with the record for their location for the previous calendar year.

**Example:** The calendar year summary from 2005 is posted from February 1, 2006 until April 30, 2006, and then it is taken down. It should be posted in a common employee area.

### *What Cases Are Recordable?*

1. All work-related deaths must be recorded.
2. All illnesses must be recorded. An illness is defined as "any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion or direct contact."
3. Cases that involve work-related injuries which result in: a) loss of consciousness; b) restriction of work motion; c) transfer to another job; or d) require medical treatment beyond first aid must also be recorded. OSHA's definition of "first aid" is any one-time treatment and subsequent observation of minor scratches, cuts, bums, splinters and so forth, which do not ordinarily require medical care. Such treatment and observation are considered first aid even though provided by a physician or registered professional personnel.

# 7. Safety Culture As A Lifestyle

## Safety Culture Employee Personal Responsibility

It is every employee's responsibility to embrace our safety culture. This starts with our employees' commitment to a safety lifestyle at home and work. All employees will do everything within their power to work safely and support a safety culture 24 hours a day. Employees must conduct daily work functions in the safest possible manner to ensure and promote the type of working environment we expect and desire.

This safety culture guide outlines certain safe work practices and safety rules, which, if followed, will provide an opportunity for each of us to develop, practice, and experience safety. Growth of the company along with promulgation of new safety regulations necessitates periodic updates to this manual. The company safety group will review and update this manual once a year. The company also requests any comments, suggestions, or concerns be forwarded to the safety group.

No safety rule is a complete substitute for common sense, nor can safety rules be devised to cover every situation that may be experienced on the job. For this reason, good judgment must be used in every work situation. Safety is the responsibility of everyone at all MV Transportation divisions and facilities as well as on the road.

This manual may be utilized for guidance relating to our safety culture, and health and safety practices. If questions arise on the job, contact your supervisor for clarification or the safety group by using the Portal safety web contact or call the safety hotline at **1 - 877 – MVSAFE - T (687-2338)**.

This safety culture guide is designed to heighten safety awareness in the company and help provide compliance to Local, State and Federal regulations concerning occupational safety and health to aid managers, supervisors and employees in maintaining a safe and healthful working environment. It is intended for all MV Transportation employees and is available in pocketbook size for line level employees and staff.

This safety culture guide manual will be updated at a minimum annually.

# Operator Guide

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# Emergency Action Plan



# Emergency Action Plan

*March 2018*

MV TRANSPORTATION, INC.
2711 N. Haskell Ave., Suite 1500 LB-2
Dallas, TX 75204
www.mvtransit.com

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# 1. Introduction

The purpose of this Emergency Action Plan (EAP) is to assist employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38. This plan contains guidance in determining the appropriate actions to take to prevent injury and property loss from the occurrence of emergency incidents.

## Approvals

| Name | Signature / Printed Name | Date |
|---|---|---|
| Department Lead: | | |
| Bridges: | | |
| Human Resources: | | |
| Executive Approval: | | |

Note: The references herein to "MV" or "MV Transportation" describe MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

# 2. Roles and Responsibilities

## 2.1. Safety Director

The safety director is responsible for the overall management and administration of the EAP and for supporting its implementation by ensuring all necessary resources are allocated for its development.

## 2.2. Safety Manager

Under the leadership of the director of safety, each division's safety manager is responsible for developing and implementing the procedures in this plan. Those responsibilities shall include but are not limited to:

- Maintaining a written copy of the EAP and all associated training records;
- Distributing procedures for reporting a fire, bomb threat, or other emergency;
- Promote compliance with all local fire codes and regulations;
- Ensure personnel are trained in proper evacuation methods, use of fire extinguishers, and first aid;
- Conduct drills;
- Ensure alarms are sounded in a timely manner when an emergency situation is encountered;
- Ensure all personnel are accounted for following an evacuation;
- Following an evacuation, determine method to be utilized to locate missing personnel;
- Reporting to and coordinating with emergency personnel, upon arrival;
- Reviewing EAP, at least annually, and advising the director of safety of any modifications that may be necessary based on worksite changes or changes in federal, state, or local regulations and requirements.

## 2.3. Supervisors or other Lead Personnel

Each supervisor or other lead personnel is responsible for the following:

- Being familiar with the requirements of the EAP and their roles and responsibilities during an evacuation;
- Ensuring all personnel under their supervision are trained in the requirements of the EAP and the procedures to follow, as it relates to them, during an evacuation;
- Determine any special evacuation needs for personnel with disabilities;

- Account for all personnel assigned to their work area following an evacuation and report this information to the safety manager.

## 2.4. Employees

Employees are responsible for following the procedures described in this plan. Employees shall also:

- Become familiar with emergency escape procedures and route assignments;
- Understand the types of evacuations to be used in various emergency situations;
- Know the preferred means of reporting fires and other emergencies and use them accordingly;
- Following an evacuation, report to their supervisor at the designated assembly point, so that an accurate head count can be made; and
- Understand how to use the alarm system.

# 3. Plan Implementation

In order to provide for the safety of employees, it is essential that an early warning of emergency situations be made so that evacuation procedures can be implemented and emergency response personnel notified in a timely manner.

## 3.1. Notification

### A. Notification for Small Area-Specific Incidents

Incidents such as individual medical emergencies will generally not require the notification of the entire facility.

- **Preferred Means of Notification**
  The telephone will be the preferred means of reporting such emergencies. Reports shall be made to the supervisor.
- **Secondary Means of Notification**
  A runner shall be sent to verbally notify the supervisor of the situation.

### B. Notification of a Serious or Facility-Wide Emergency Situation

A facility-wide emergency situation includes incidents such as a fire or explosion, which require all or a majority of the facility to be notified.

- **Preferred Means of Notification**
  The preferred means of notification is the activation of the fire alarm pull station.
- **Secondary Means of Notification**
  The secondary means of notification is by telephone from an area not involved in the emergency situation.

## 3.2. Emergency Procedures

The following are instructions for personnel regarding the proper actions to be taken for personal safety, and the procedures that are to be implemented to assist management efforts during an emergency.

## 3.3. Fires

Employee Procedures for Fire:

- Clear the area of all other personnel. Instruct all personnel to evacuate the facility.
- Confine the fire by closing the door to the area.
- Activate the fire alarm pull station.
- Evacuate the facility using the closest exit route. Once employees have evacuated the facility they may not go back in until instructed to do so by their supervisor.
- Assist other employees with evacuation, if needed.
- Employees shall report to their supervisor or other lead personnel in the designated evacuation area for their work station.

Procedures for the safety manager, supervisors, and/or other lead personnel:

- Respond to all reported fires and direct the actions of employees.
- Ensure that necessary actions such as evacuation, accountability of personnel, fire suppression of incipient fires etc. are initiated.
- Advise and/or assist emergency personnel with pertinent information such as utility shut down, floor plan layout, contents of facility, hazardous materials storage etc.
- Relocate employees to an area of safe refuge, if necessary.
- Establish telephone communication capabilities to allow employees to notify relatives or friends of their whereabouts and status.
- Establish a telephone response line for incoming questions from employee's relatives concerning site activities.

## 3.4. Chemical Releases

Chemical releases can be classified into two distinct categories: Incidental Releases and Emergency Releases.

### Incidental Releases

Incidental releases are small isolated releases of chemicals such as cleaning solvents, that do not present or have the potential to cause injuries or require evacuation other than from the immediate release area. Incidental spills can be cleaned up by personnel who have received proper training under the OSHA Hazard Communications Standard, 29 CFR 1910.1200 and have the proper safety equipment. This type of incident would not require the response of the local fire department.

## Emergency Releases

Emergency releases are those incidents that involve large quantities of chemicals and/or have the potential to cause injuries. A release that requires the response of the local fire department would be considered an emergency release. For the purpose of this emergency action plan, only emergency releases will be addressed. Incidental releases of chemicals are covered in MV's hazard communication plan.

Employee Procedures for Chemical Releases:

- Clear the area of all other personnel. Instruct all personnel to evacuate the facility.
- Confine the release by closing the door to the area.
- Notify the supervisor or other lead personnel by phone. If the situation appears to be a serious release, activate the fire alarm pull station and begin evacuation of the involved facility.
- Assist other employees with evacuation, if needed.
- Evacuate the facility using the closest exit route. Once employees have evacuated the facility they may not go back in until instructed to do so by their supervisor.
- Employees shall report to their supervisor or other lead personnel in the designated evacuation area for their work station.

Procedures for the safety manager, supervisors, and/or other lead personnel:

- Upon receipt of call, immediately respond to the location.
- Ensure that necessary actions such as evacuation, locating and accounting for personnel, and restricting access to hazards are initiated.
- Assist emergency personnel as to the present conditions in the building (i.e. location of chemical release, missing personnel, chemicals involved etc.).
- Provide emergency personnel with a copy of Safety Data Sheets (SDS) for chemical (s) involved.
- Advise and/or assist emergency personnel with pertinent information such as utility shut down, floor plan layout, contents of facility, hazardous materials storage etc.
- Relocate employees to an area of safe refuge, if necessary.
- Establish telephone communication capabilities to allow employees to notify relatives or friends of their whereabouts and status.
- Establish a telephone response line for incoming questions from employee's relatives concerning site activities.
- Provide for proper cleanup and removal of chemical materials.
- Assess damage impact and determine areas of building that cannot be reoccupied.
- Once the fire department returns control of the building, the safety manager shall assess whether temporary repair work to minimize further damage can be performed by employees.

## 3.5. Bomb Threats

Employee Procedures for Bomb Threats:

- If an employee receives a telephone call from an individual reporting a bomb threat, he/she should try to transfer them to the safety manager or supervisor. If this is not possible the employee should ask the following questions:
  - When is the bomb going to explode?
  - Where is the bomb?
  - What does it look like?
  - What kind of bomb is it?
  - What will cause it to explode?
  - Did you place the bomb?
  - Where are you calling from?
  - What is your name?
- Immediately following the completion of the call, notify the safety manager and the direct supervisor by phone. DO NOT USE A RADIO TO REPORT THE PROBLEM. Radio transmission can detonate an explosive device.
- If an explosive device is discovered; do not touch it or move it in any way. Immediately notify the safety manager and the direct supervisor.
- Evacuate the facility using the closest exit route. Once employees have evacuated the facility they may not go back in until instructed to do so by their supervisor.
- Employees shall report to their supervisor or other lead personnel in the designated evacuation area for their work station.

Procedures for the safety manager, supervisors, and/or other lead personnel:

- Ensure all personnel have been evacuated from the involved area.
- Call 911.
- Obtain as much information as possible concerning the bomb threat. Document this information.
- Assist emergency personnel as requested.

## 3.6. Power Outages

Employee Procedures for Power Outages:

- Unless there is another related problem such as a fire, remain in your designated work area until directed to do differently by a supervisor.
- Assist others in need, if necessary.
- Use flashlights where available.

- DO NOT use candles or other type of flame or heat-producing devices for illumination.
- Assigned personnel should place emergency generator on line to provide essential power to critical areas of the facility.

Procedures for the safety manager, supervisors, and/or other lead personnel:

- Attempt to determine the cause and extent of the power outage.
  - Is the problem restricted to the facility?
  - Is the problem area-wide?
- Provide portable lighting as needed.
- If appropriate, verify emergency generators are operating.
- If the power outage affects the entire facility, notify the power company.

## 3.7. Severe Weather and Natural Disasters

Severe weather can take many forms, including tornado, hurricane, earthquake, flood, or winter storm. All of these situations can impact the facility. Most severe weather situations provide some degree of warning or buildup, which will allow for necessary preparations to be implemented. Given the various types of severe weather situations, a winter storm is the most likely occurrence.

Employee Procedures for Severe Weather:

### Tornado Watch

- Keep outdoor activities to a minimum. If outdoors, be observant for revolving, funnel-shaped clouds.
- Monitor the radio for weather updates.
- If a tornado is sighted, immediately take shelter and notify a supervisor.

### Tornado Warning

- Immediately take shelter.
  - The best protection is a reinforced concrete or steel-framed structure.
  - An interior hallway on the lowest level of a structure will be the safest.
  - Take action to avoid being blown away or struck by falling or flying objects.
  - Stay away from windows to avoid flying debris.
  - If a tornado is rapidly approaching and you cannot reach a safe shelter, lie flat in the nearest depression or ditch and cover your head with your arms.

Procedures for the safety manager, supervisors, and/or other lead personnel:

- Monitor the radio for weather updates.
- If a tornado is sighted or reported to be approaching the facility, alert all personnel and instruct them to seek cover.
- Ensure that necessary actions such as evacuation, accountability of personnel, and securing the facility and property are initiated.
- Relocate employees to an area of safe refuge, if necessary.
- Establish telephone communication capabilities to allow employees to notify relatives or friends of their whereabouts and status.
- Establish a telephone response line for incoming questions from employees' relatives concerning site activities.
- Assess damage impact and determine areas of building that cannot be reoccupied.
- The safety manager shall assess whether temporary repair work can be performed by employees to minimize damage.

## Earthquakes

The actual movement of the ground is rarely the direct cause of death or injury. Most causalities result from falling objects and debris.

Employee Procedures for Earthquakes:

- If you are outside when the shaking starts:
  - Get into an open area away from trees, buildings, walls, and power lines. Remain there until the shaking stops.
  - If you are on a sidewalk or near a building, duck into a doorway to protect yourself from falling bricks, glass, plaster, or other debris. Remain there until the shaking stops.
- If you are inside when the shaking starts:
  - Drop down to the floor.
  - If possible, take cover under a sturdy desk, table, or other furniture. If that is not possible, seek cover against an interior wall.
  - Protect your head and neck with your arms.
  - Avoid danger spots near windows, hanging objects, mirrors, or tall furniture.
  - If you take cover under a sturdy piece of furniture, HOLD onto it and be prepared to move with it. Hold that position until the ground stops shaking and it is safe to move.
- If you are in a wheelchair, stay in it.
  - Move to cover if possible.
  - Lock your wheels.
  - Protect your head and neck with your arms.

- Once it is safe to move, evacuate the building as quickly as possible. DO NOT USE THE ELEVATORS.
- Move to your designated assembly point and await instructions from your supervisor or other lead personnel.

# 4. Securing Property and Equipment

In the event that evacuation of the premises is necessary, some items may need to be secured to prevent further detriment to the facility and personnel on hand such as securing confidential or irreplaceable records, or shutting down equipment to prevent release of hazardous materials. Only the safety manager and those he/she has designated shall remain in the building for the prescribed amount of time to secure the property and equipment to which they have been assigned.

All individuals remaining behind to shut down critical systems or utilities shall be knowledgeable in recognizing when to abandon the operation or task. Once the property or equipment has been secured, or the situation becomes too dangerous to remain, these individuals shall exit the building by the nearest escape route as soon as possible and meet the remainder of the employees at the designated assembly point.

## 5. Advanced Medical Care

Under no circumstances shall an employee provide advanced medical care and treatment. These situations shall be left to emergency response professionals who have the training, equipment, and expertise. Untrained individuals may endanger themselves and/or those they are trying to assist.

# 6. Accounting for Employees After an Evacuation

Once an evacuation has occurred, supervisors shall account for all assigned employees, personally or through a designee, by having all designated employees report to a prearranged assembly point and conducting a head count. Each assigned employee must be accounted for by name. All supervisors are required to report their head count, by name, to the safety manager as soon as possible

# 7. Terminating the Emergency

## 7.1. Re-Entry

Once the building has been evacuated, no one shall re-enter the building for any reason, except for designated and properly trained rescue personnel such as fire department or emergency medical professionals. Untrained individuals may endanger themselves and/or those they are trying to rescue.

All employees shall remain at the designated assembly point until the fire department or other emergency response agency notifies the safety manager that either:

- The building is safe for re-entry, in which case personnel shall return to their workstations; or
- The building and possibly the assembly area is not safe, in which case personnel shall be instructed by the safety manager or his/her designee on how/when to vacate the premises.

## 7.2. Incident Debriefing

The purpose of the debriefing is to inform personnel about any hazards that may still remain on the facility property following the incident and to identify unsafe conditions that may still exist. Some employees may be profoundly impacted by the events surrounding an incident, especially those involving injuries or loss of life. It may be necessary to provide critical-incident stress debriefing sessions following such incidents. The safety manager shall make arrangements for counseling services as needed following an emergency situation.

# 8. Training Program

MV personnel will receive training in the EAP appropriate to the level of their expected involvement. The specific lesson plan and training topics are to be maintained by the safety manager. The following is the general training program for each of the identified groups.

## 8.1. Employees

All employees shall receive instruction on this emergency action plan as part of new employee orientation upon hire. Additional training shall be provided:

- When there are any changes to the plan and/or facility;
- When an employee's responsibilities change; or
- Annually as refresher training.

Items to be reviewed during the training include:

- Proper housekeeping;
- Fire prevention practices;
- Fire extinguisher locations, usage, and limitations;
- Threats, hazards, and protective action;
- Means of reporting fires and other emergencies;
- Individual responsibilities;
- Alarm systems;
- Escape routes and procedures;
- Emergency shut-down procedures;
- Procedures for accounting for employees;
- Closing doors;
- Severe weather/natural disaster procedures; and
- Emergency action plan availability.

## 8.2. Other Lead Personnel

Employees designated to assist the safety manager and/or supervisors during an emergency shall receive additional training, as appropriate to their respective assignments.

## 8.3. Supervisors

All supervisors will receive additional training, beyond that received by employees. This training will deal with actions that are necessary to provide for the safety of personnel and the protection of facility assets.

## 8.4. Drills and Exercises

Fire evacuation drills shall be conducted at least annually, and shall be conducted in coordination with local police and fire departments. Additional drills shall be conducted if physical properties of the business change, processes change, or as otherwise deemed necessary by the safety manager.

## 8.5. Record Keeping

The safety manager shall document all training as it pertains to this plan and shall maintain those records.

## 8.6. Plan Evaluation

The emergency action plan shall be reviewed annually, or as needed if changes to the worksite are made. Following each drill, the safety manager shall evaluate it for its effectiveness and weaknesses and shall implement changes to improve it, as needed.

The safety manager shall advise the safety director of any modifications that may be necessary.

# 9. Acknowledgement Forms

# RECEIPT AND ACKNOWLEDGEMENT OF POLICY AND TRAINING

# EMERGENCY ACTION PLAN

I_____confirm that I have received a copy of the document titled: "Emergency Action Plan" and understand its provisions.

I further confirm that I have received training pursuant to this Plan.

Signed: _____

Title: _____

Date: _____

# Multimode Services Training Guide and Simpli User Guide

# MULTIMODE SERVICES TRAINING GUIDE

MV TRANSPORTATION, INC.

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# 1. Introduction

This guide covers general training information on training for multimode services in the areas of reservations, scheduling, and dispatching. Each section contains a service overview, ride-along information, and information on observation and supervision. The information found herein will provide a framework for study.

As you read, please keep in mind the values, mission, and vision of MV.

## Values, Mission & Vision

### Values

- **R**ESPECT Courtesy, warmth, empathy, and kindness drive our behaviors.
- **E**THICS Simply put, we try to do the right thing.
- **S**AFETY Nothing is more important to us than safety.
- **P**ROFITABLE GROWTH We seek positive financial performance of our company.
- **E**XCELLENCE Quality and integrity are our backbone.
- **C**ELEBRATION & COLLABORATION It is all about teamwork and recognizing each other and our accomplishments.
- **T**ALENT & INNOVATION We are the best at what we do and the service we provide.

### Mission

We deliver innovative transportation solutions that provide freedom of movement, safety, and a customer experience that is second to none.

### Vision

Through our people, who care about our mission and live our values, we will be the leader in our industry and continuously improve outcomes for our customers.

# 2. Training with Scheduling Systems

MV's training program for reservationists, dispatchers, and schedulers is built on sensitivity and customer care – critical components of any transportation service, especially those that serve persons with disabilities. As this team serves as the public interface for CLIENT's operation, it is imperative that its members are knowledgeable regarding the service, are skilled in customer service techniques, are well versed in ADA requirements, and are proficient in the use of the ADEPT/Trapeze/RouteMatch software provided by CLIENT/MV. To this end, MV provides this team with training in these areas.

## a. Service Overview

Training begins with an introduction to MV and the SERVICE, followed by an overview of paratransit service and ADA regulations. This includes a discussion of employee expectations, CLIENT's Riders' Guide, service hours, important phone numbers, and topics specific to assisting persons with disabilities.

## b. Ride-Along

To familiarize themselves with the service, passengers, and the nuances of on-road operations, reservationists, schedulers, and dispatchers will participate in a ride-along with a vehicle operator.

## c. Customer Driven Service

MV's proprietary four-hour customer service training program was recently developed and deployed by MV's learning and development team and is described in detail in the following section.

## d. Scheduling Systems

Reservationists, dispatchers, and schedulers also receive training in the use of the scheduling systems. These systems include:

- ADEPT
- Trapeze
- RouteMatch

Provided separately to each position, this classroom training covers how tasks for each position are performed in ADEPT/Trapeze/RouteMatch/Simpli. Topics are listed in the following table.

| Reservationists | Dispatchers | Schedulers |
|---|---|---|
| Logging in and out | Dispatch operations | Scheduling processes and building runs |
| Mapping and geocoding | Client ops interface | Manipulating trips |
| Reservations | Fleet management | Editing trip information |
| Subscription trips | Daily processes | Inserting operator breaks |
| Scheduling | Route optimization | |
| Canceling and other scenarios | Tool options | |

## e. TimePoint System Use

During this training, dispatchers receive complete instruction in the use of TimePoint for dispatching. Combining classroom, hands-on, and scenario-based training approaches, training topics include:

- Managing delays
- Bunching
- Out of sequence service
- Special event planning and management
- RFP training
- Understanding how inaccurate reporting or assumptions can lead to contract compliance issues
- Proactive management and issue resolution
- Managing and meeting contractual performance goals

## f. Observation and Supervised Job Performance

Reservationists, schedulers, and dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe his/her position's duties in action. After the observation period, reservationists, schedulers, and dispatchers perform their job duties while under supervision.

| Training Phase | Hours |
|---|---|
| **Service overview** | 5.0 |

| | |
|---|---|
| **Ride-Along** | 3.0 |
| **Customer Driven Service** | 4.0 |
| **ADEPT/Trapeze/RouteMatch/Simpli Training** | 10.0 |
| **TimePoint System Use** | 8.0 |
| **Shadow/observe a senior agent** | 2.0 |
| **Actively take calls with assistance from a senior agent** | 2.0 |
| **Actively take calls with minimal assistance from a senior agent** | 2.0 |
| **TOTAL** | 36.0 |

# 3. Training without a Scheduling System

MV's training program for reservationists, dispatchers, and schedulers is built on sensitivity and customer care – critical components of any transportation service, especially those that serve persons with disabilities. As this team serves as the public interface for CLIENT's operation, it is imperative that its members are knowledgeable regarding the service, are skilled in customer service techniques, and are well versed in ADA requirements. To this end, MV provides this team with training in these areas.

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| Training Phase | Hours |
|---|---|
| **Service overview** | 5.0 |
| **Ride-Along** | 3.0 |
| **Customer Driven Service** | 4.0 |
| **Shadow/observe a senior agent** | 2.0 |
| **Actively take calls with assistance from a senior agent** | 2.0 |

| | |
|---|---|
| **Actively take calls with minimal assistance from a senior agent** | 2.0 |
| **TOTAL** | 18.0 |




# Simpli Transport User Guide

Trade Secret • January 2012 • Version 2.0

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**Simpli Transport User Guide**
**January 2012 Edition**
This edition is based on Version 2.0.

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# CHAPTER 1 INTRODUCTION

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# About Simpli Transport

Simpli Transport is a browser-based application that enables transportation sites to plan, manage, deliver, and monitor demand response transit services. You can use Simpli Transport to create optimal travel solutions in a user-friendly, intuitive interface.

To find out more about Simpli Transport, visit our web site:

***http://www.simplitransport.com***



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# System Requirements

The following are minimum system requirements for Simpli Transport:

- Microsoft Windows XP, Windows Vista, or Windows 7
- Google Chrome, Internet Explorer 9*, or Mozilla Firefox
- Screen resolution set to 1024x768 or higher
- 1 GB RAM or better
- Intel Pentium 2.4 GHz or better

*Internet Explorer 9 requires Windows Vista or Windows 7.



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# HELP RESOURCES

Several help options are available to assist you with setting up and using Simpli Transport:

- Configuration Wizard help - When you set up the system using the Configuration Wizard, the screen's left panels contain step-by-step procedures and important information for the specific task you are performing. To open the Configuration Wizard, go to **Admin** > **Configuration Wizard**.
- Training videos - Videos that show you how to perform specific actions in Simpli Transport are linked in the Configuration Wizard as well the the portal on the home screen.
  ***NOTE:*** *To return to the portal from another screen, click the Simpli Transport logo at the top left corner of the screen.*
- Documentation - Manuals provide technical information for using Simpli Transport:
  - *Simpli Transport User Guide* - Provides information and procedures for performing key tasks in Simpli Transport.
  - *Simpli Transport Reports Administration Guide* - Shows you how to manage custom reports in query or Crystal Reports format.
  - *Simpli Transport Reports Catalog* - Describes the parameters and output of reports included in Simpli Transport, as well as how to read the output.



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# About This Guide

Simpli Transport documentation uses a number of stylistic conventions to allow you to identify commands and features quickly. This guide may contain some or all of the following:

- **Click** refers to a mouse action. When you are asked to click on an object such as a button, you must move the pointer over it and press the left mouse button. This highlights the item or prompts you to perform another action. You may also be asked to **double click**, which means you must click the left mouse button twice in quick succession.
- **Right click** refers to a mouse action. When you are asked to right click, move the pointer over the area in question and press the right mouse button. Right clicking usually produces a context-sensitive menu (i.e., the menu items that appear depend on where you right clicked on the screen). For example, you can right click in the Schedule Editor to perform an arrived event:



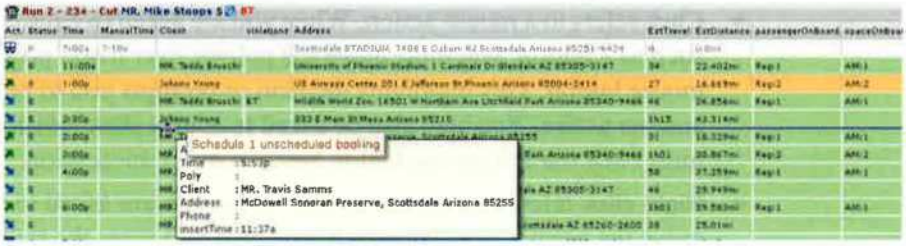

- **Choose/Select** commands refer to options on the active screen such as records or items in a pull-down menu. When you are asked to choose or select an option, click it.
- **Keyboard keys** are written in upper-case letters, for example, "Press the CTRL key."
- **Client > Trip Booking** represents a path that directs you from a menu to a menu item. To access menus, click the Main Menu icon in the bottom left corner of the screen:





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- **Drag and drop** allows you to move one or more items to another location on the screen. Select the item(s) while pressing the left mouse button, and then move your pointer to another location on the screen. Then, release the mouse button. For example, you can drag and drop an unscheduled trip to a run in the Schedule Editor:




## Sending Feedback

Address any comments or feedback about this guide to:

***documentation@simplitransport.com***

## Viewing This Guide Electronically

You can view this documentation electronically using Adobe Reader. Adobe Reader can be downloaded for free from the Adobe Web site:

***www.adobe.com***

We recommend that you set Adobe Reader to display left and right pages side by side (to look like facing pages in a bound book). To do this in Adobe Reader, go to **View** > **Continuous Facing Pages**.

In electronic format, all cross-reference entries, Table of Contents, and index listings are displayed as hyperlinks. Clicking a hyperlink takes you to the corresponding page.



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CHAPTER 2

# GETTING STARTED WITH SIMPLI TRANSPORT

## IN THIS CHAPTER

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Configuring Microsoft Internet Explorer 9.x **pg 18**
Configuring Mozilla Firefox 7.x **pg 26**
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Viewing Records in Grids **pg 41**
Common Commands **pg 43**



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# SETTING SCREEN RESOLUTION

To reduce problems with setup and everyday operations with Simpli Transport, you should make sure that your screen resolution is configured for optimal use.

***IMPORTANT:*** *Simpli Transport is designed for a minimum screen resolution of 1024x768. Set your screen resolution to at least this size. The higher the resolution, the better the appearance of Simpli Transport screens.*

To set your screen resolution:

1. Right click an empty area on your computer desktop.
2. On the menu that appears, select Properties.

   The Display Properties window appears.
3. Click the Settings tab.




4. In the 'Screen resolution' frame, drag the slider to set the screen resolution to 1024x768 or higher.

   If the 1024x768 option is not available, choose the highest resolution available.



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# CONFIGURING GOOGLE CHROME 15.X

This section contains procedures for Google Chrome version 15.x. You need only perform these steps once for each user login on a workstation unless changes have been made to the network or workstation that affect the browser settings, such as an upgrade.

To open Chrome, double click the Google Chrome icon on your Desktop:



If you use Internet Explorer or Firefox, refer to the appropriate section:

- "Configuring Microsoft Internet Explorer 9.x" on page 18
- "Configuring Mozilla Firefox 7.x" on page 26

## Using Chrome in Full-Screen Mode

Simpli Transport is designed for use with Google Chrome in full-screen mode. In this mode, the browser screen fits the entire desktop area.

To use Chrome in full-screen mode, open Chrome and press the F11 key.

To exit full-screen mode, press the F11 key again. Alternatively, move your mouse pointer to the top of the screen. An 'Exit full screen (F11)' link appears. Click the link.

## Disabling Third-Party Extensions in Chrome

Disable any third-party extensions that interact with Google Chrome. We do not support Simpli Transport with extensions that can affect its performance.



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1. Open Chrome.
2. In the Chrome tool bar, click the wrench button:



3. On the menu that appears, go to **Tools** > **Extensions**.

   An Extensions screen opens.




4. To disable an extension, click the Disable link.
5. To close the Extensions screen, click the X in the top right corner.

## Configuring History Settings in Chrome

To make sure that you are always viewing current data in Simpli Transport, delete saved history in Chrome and ensure that browser history will not be saved in the future.

***NOTE:*** *To prevent the loss of important web site addresses, save web sites that have been kept in browser history to your Chrome Bookmarks before doing the following.*

To configure history settings in Chrome:

1. Open Chrome.
2. In the Chrome tool bar, click the wrench button:

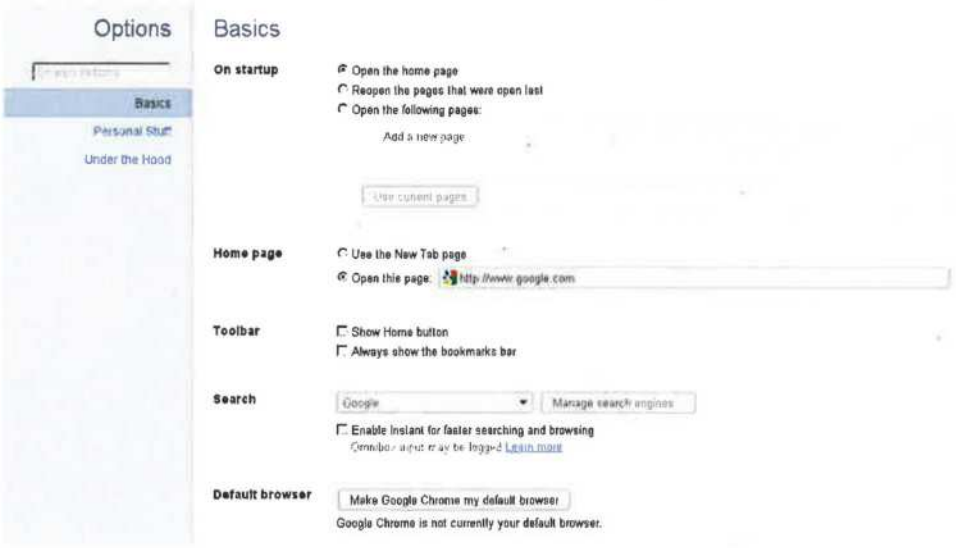


3. On the menu that appears, click Options.



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An Options screen appears with the Basics tab open.




4. On the left, click Under the Hood.

   The Under the Hood tab opens.



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5. On the Under the Hood tab, click the 'Clear browsing data...' button.

   A Clear Browsing Data screen appears.




6. From the 'Obliterate the following items from' pull-down menu, select 'the beginning of time'.



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7. Mark the following check boxes:
   - Clear browsing history
   - Empty the cache
   - Delete cookies and other site and plug-in data
8. Click the 'Clear browsing data' button.
9. Click the X in the top right corner to close the Under the Hood tab.

## Configuring Pop-up Blocker Settings in Chrome

Block pop-ups in Google Chrome to prevent interruptions from other web sites while you are working in Simpli Transport. Then, create an exception to allow pop-ups from the Simpli Transport site.

To configure pop-up settings:

1. Open Chrome.
2. In the Chrome tool bar, click the wrench button:

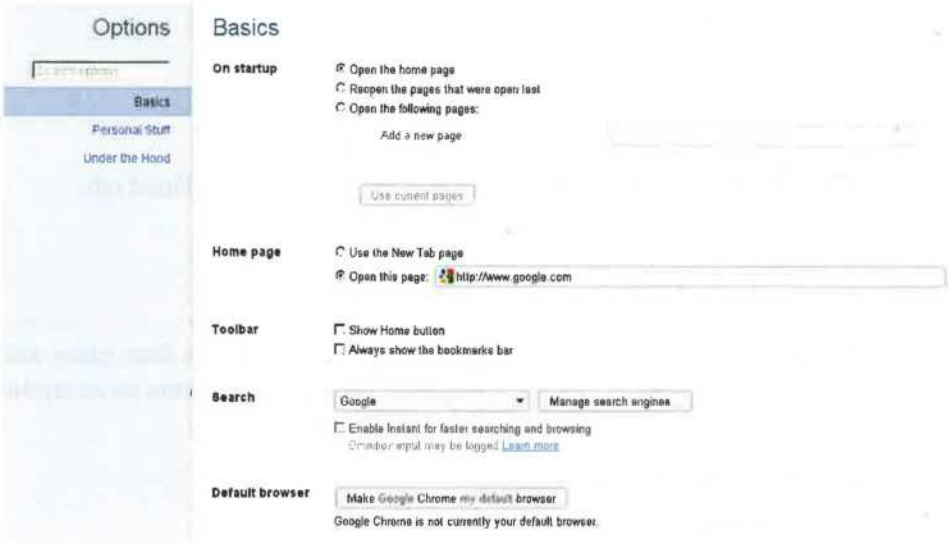


3. On the menu that appears, click Options.

   An Options screen appears with the Basics tab open.



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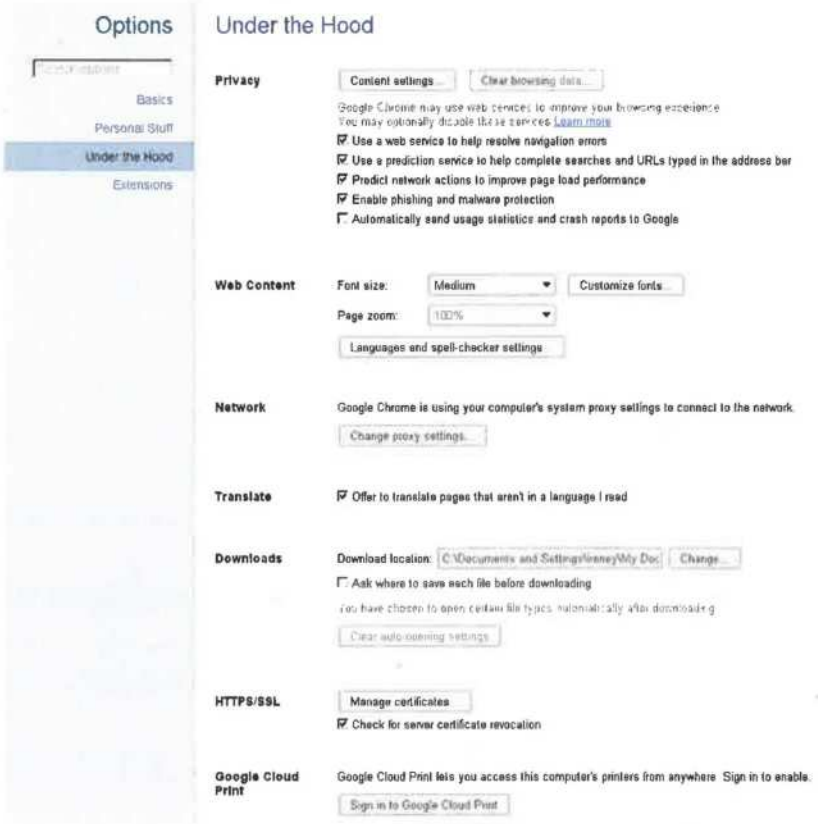



4. On the left, click Under the Hood.

   The Under the Hood tab opens.



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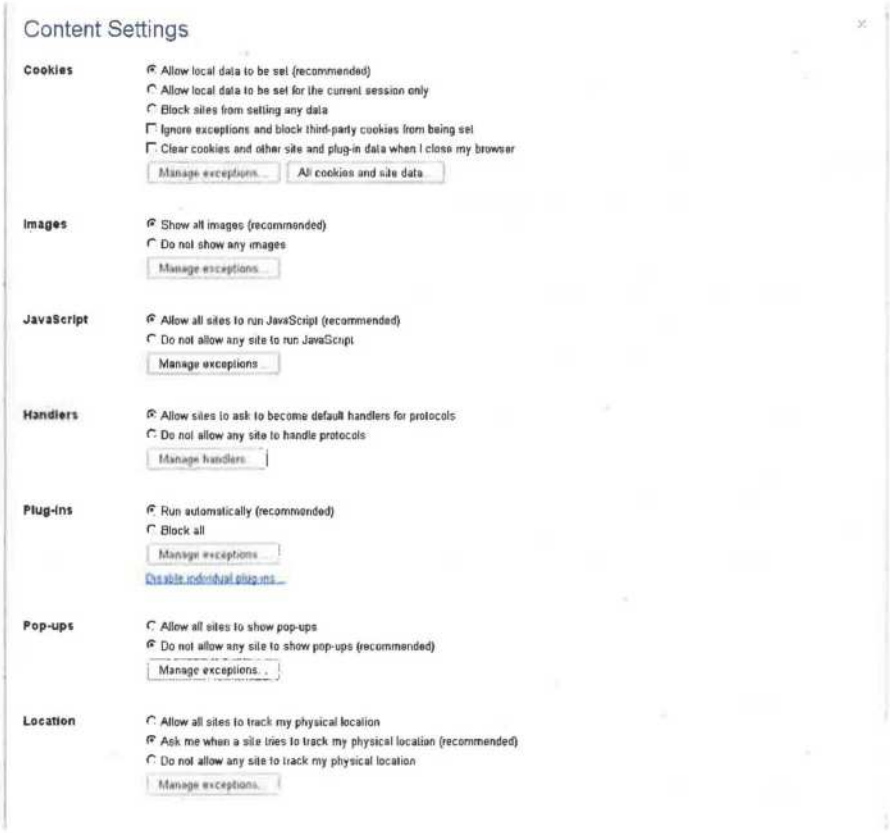



5. On the Under the Hood tab, in the Privacy section, click the 'Content settings...' button.

   A Content Settings tab appears.



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6. In the Pop-ups section, select 'Do not allow any site to show pop-ups (recommended)'.

   Create an exception for your Simpli Transport web site. See "Creating an Exception" for instructions.

   Click the X in the top right corner to close the Content Settings tab.

## *Creating an Exception*

To create an exception:

1. On the Content Settings tab, make sure that 'Allow all sites to show pop-ups' is selected in the Pop-ups section.

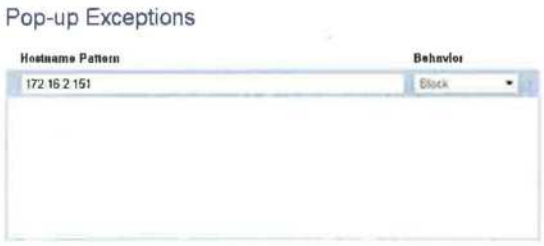


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To open the Content Settings tab, see step 1 through step 5 in "Configuring Pop-up Blocker Settings in Chrome" on page 13.

2. Click the 'Manage exceptions...' button.

   A Pop-up Exceptions tab appears.




3. In the Hostname Pattern field, enter your Simpli Transport web site address in the format *172.16.2.151* or *www.sitename.com*.
4. From the Behavior pull-down menu, select Block.
5. Press the ENTER key.

   The exception is added.
6. Click the X in the top right corner to close the Pop-Up Exceptions tab.
7. Click the X in the top right corner to close the Content Settings tab.



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# CONFIGURING MICROSOFT INTERNET EXPLORER 9.X

This section contains procedures for Internet Explorer version 9.x. You need only perform these steps once for each user login on a workstation unless changes have been made to the network or workstation that affect the browser settings, such as an upgrade.

To open Internet Explorer, double click the Internet Explorer icon on your Desktop:



If you use Chrome or Firefox, see the appropriate section:

- "Configuring Google Chrome 15.x" on page 9
- "Configuring Mozilla Firefox 7.x" on page 26

## Using Internet Explorer in Full -Screen Mode

Simpli Transport is designed for use with Microsoft Internet Explorer in full-screen mode. In this mode, the browser screen fits the entire desktop area. The menu bar and toolbars are hidden unless you move the mouse pointer to the top of the screen or exit full screen mode.

To use Internet Explorer in full-screen mode, open Internet Explorer and press the F11 key.

To exit full-screen mode, press the F11 key again.



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# Adding Trusted Sites to Internet Explorer

If you set the Internet Explorer security level to High, you can add the Simpli Transport web site to your browser's Trusted zone.

To add a trusted site:

1. Open Internet Explorer.
2. In the Internet Explorer toolbar, click the Tools button:



3. On the menu that appears, click Internet options.

   The Internet Options screen appears, with the General tab open.
4. Click the Security tab.

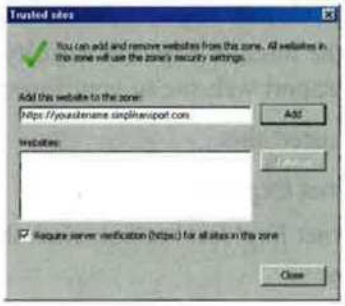



5. Click the 'Trusted sites' icon.
6. Click the Sites button.

   A Trusted Sites window appears.



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In the 'Add this website to the zone' field, your Simpli Transport web site address appears.

7. Click Add.

   The web site address appears in the Websites field.

8. Click Close.

## Disabling Third-Party Add-ons in Internet Explorer

Disable any third-party add-ons that interact with Microsoft Internet Explorer. We do not support Simpli Transport with browser tools that can affect its performance.

To disable third-party add-ons:

1. Open Internet Explorer.
2. In the Internet Explorer toolbar, click the Tools button:



3. On the menu that appears, click 'Internet options'.

   The Internet Options screen appears, with the General tab open.

4. Click the Programs tab.

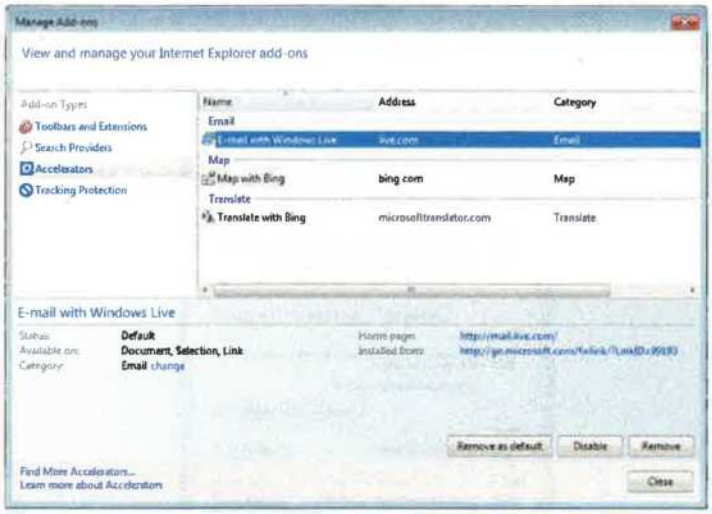


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5. In the Manage add-ons frame, click the 'Manage add-ons' button.

   A Manage Add-ons window appears.




6. Under Add-on Types, click the categories to see the add-ons that are installed for Internet Explorer.
7. Disable third-party add-ons by selecting them on the right and then clicking Disable (if the option is available).



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8. Click Close.

## Configuring History Settings in Internet Explorer

To make sure that you are always viewing current data in Simpli Transport, delete saved history in Microsoft Internet Explorer and ensure that browser history will not be saved in the future.

***NOTE:*** *To prevent the loss of important web site addresses, save web sites that have been kept in browser history to your Internet Explorer Favorites before doing the following.*

To configure history settings in Internet Explorer:

1. Open Internet Explorer.
2. In the Internet Explorer toolbar, click the Tools button:



3. On the menu that appears, click Internet options.

   An Internet Options screen appears, with the General tab open.

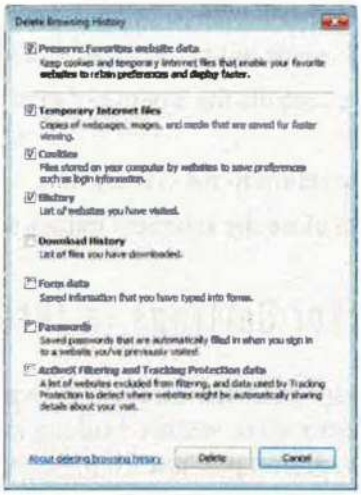



4. In the Browsing history frame, click Delete...

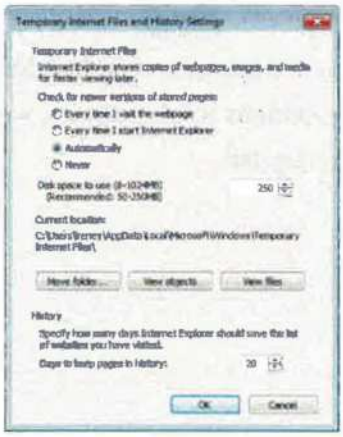


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An Delete Browsing History window opens.




5. Mark the check boxes for Temporary Internet Files and Cookies.
6. Click the Delete button. The files are deleted.
7. On the General tab, in the Browsing history frame, click Settings...
   An Temporary Internet Files and History Settings window opens.




8. Mark the "Every Time I Start Internet Explorer" option.



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This causes the browser to check for new web page versions each time a new browser window is opened. This ensures that you are viewing current, rather than cached, data.

9. In the 'Disk space to use' field, enter a low value, e.g., 40 or 50.

   This setting controls the amount of disk space that temporary internet files can occupy.

10. Click OK to return to the General tab.
11. Click OK to close the Internet Options screen.

## Configuring Pop-up Blocker Settings in Internet Explorer

Block pop-ups in Microsoft Internet Explorer to prevent interruptions from other web sites while you are working in Simpli Transport. Then, create an exception to allows pop-ups from the Simpli Transport site.

To configure pop-up blocker settings in Internet Explorer:

1. Open Internet Explorer.
2. In the Internet Explorer toolbar, click the Tools button:



3. On the menu that appears, click Internet options.
4. The Internet Options screen appears, with the General tab open.
5. Click the Privacy tab.



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6. In the Pop-up Blocker frame, select 'Turn on Pop-up Blocker' and then click the Settings button.

   A Pop-up Blocker Settings window appears.




7. In the Exceptions frame, in the 'Address of website to allow' field, enter your Simpli Transport web site address in the format *172.16.2.151* or *www.sitename.com*.
8. Click Add. The address is added to the Allowed Sites list.
9. Click Close.



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# CONFIGURING MOZILLA FIREFOX 7.X

This section contains procedures for Mozilla Firefox version 7.x. You need only perform these steps once for each user login on a workstation unless changes have been made to the network or workstation that affect the browser settings, such as an upgrade.

To open Firefox, double click the Mozilla Firefox icon on your Desktop:



If you use Chrome or Internet Explorer, refer to the appropriate section:

- "Configuring Google Chrome 15.x" on page 9
- "Configuring Microsoft Internet Explorer 9.x" on page 18

## Using Firefox in Full-Screen Mode

Simpli Transport is designed for use with Firefox in full-screen mode. In this mode, the browser screen fits the entire desktop area. The menu bar and toolbars are hidden unless you move the mouse pointer to the top of the screen or exit full screen mode.

To view the browser in full-screen mode, open Firefox and press the F11 key.

To exit full screen-mode, press the F11 key again.

## Disabling Third-Party Add-ons in Firefox

Disable any third-party add-ons that interact with Mozilla Firefox. We do not support Simpli Transport with browser tools that can affect its performance.

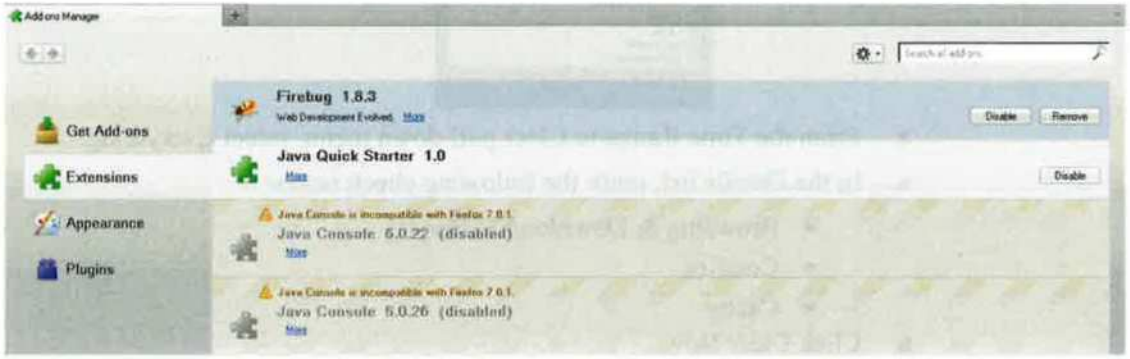


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To disable third-party add-ons in Firefox:

1. Open Firefox.
2. In the Firefox toolbar, go to **Tools** > **Add-ons**.

   An Add-ons Manager screen appears with the Extensions tab selected.




3. Disable third-party add-ons by selecting them on the right and then clicking Disable.

## Configuring History Settings in Firefox

To make sure that you are always viewing current data in Simpli Transport, delete saved history in Mozilla Firefox and ensure that browser history will not be saved in the future.

***NOTE:*** *To prevent the loss of important web site addresses, save web sites that have been kept in browser history to your Firefox Bookmarks before doing the following.*

To configure history settings in Firefox:

1. Open Firefox.
2. In the Firefox toolbar, go to **Tools** > **Clear History**.

   An Clear All History window appears.

   ***NOTE:*** *If the Clear History option is grayed out, Firefox is not set to keep browsing history. You can skip the rest of this procedure.*



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3. From the Time Range to Clear pull-down menu, select Everything.
4. In the Details list, mark the following check boxes:
   - Browsing & Download History
   - Cookies
   - Cache
5. Click Clear Now.

   The Clear All History screen closes and browser history, cookies, and cache are deleted.
6. In the Firefox toolbar, go to **Tools** > **Options**.

   The Options screen appears.




7. Click Privacy.

   The Privacy tab appears.



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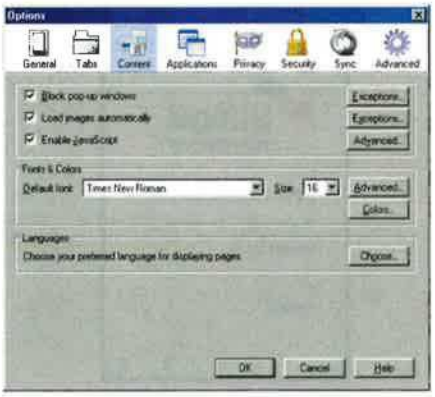
8. In the History frame, from the Firefox will pull-down menu, select 'Never remember history'.
9. Click OK.

## Configuring Pop-up Blocker Settings in Firefox

Block pop-ups in Mozilla Firefox to prevent interruptions from other web sites while you are working in Simpli Transport. Then, create an exception to allow pop-ups from the Simpli Transport site.

To configure pop-up blocker settings in Firefox:

1. Open Firefox.
2. In the Firefox toolbar, go to **Tools** > **Options**. The Options screen appears.
3. Click the Content icon. A Content tab appears.




4. To block pop-ups, mark the check box beside 'Block pop-up windows'.
5. To add exceptions, click the first Exceptions... button.

   An Allowed Sites - Pop-ups window appears.
6. In the 'Address of web site' field, enter your Simpli Transport web site address in the format *172.16.2.151* or *www.sitename.com*.
7. Click Allow. The web site address appears in the Site column in the bottom frame.
8. Click Close.



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# Logging In to and Out of the System

Log in to Simpli Transport using a browser window.

## Logging In

To log in:

1. Open the browser you use: Chrome, Firefox, or Internet Explorer.
2. In the browser window, go to your site's Simpli Transport web site:
   ***https://yoursitename.simplitransport.com/***
   Login and Password fields appear on the screen.




3. Enter your username and password in the respective fields.
4. Click Login.

   ***NOTE:*** *If you require a username and password or receive an error when you log in, contact your system administrator.*



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# Logging Out

To log out:

1. In the Simpli Transport taskbar, click the Main Menu icon:



An Exit icon appears in the taskbar:



2. Click the Exit icon.
3. On the dialog box that appears, click OK.

An Application Exited message shows that you are logged out.

## *Closing the Browser Window*

To close the browser window, do one of the following:

- If browser tabbing is enabled, close the appropriate tab by pressing CTRL+W or clicking the X in the tab. Then, close the browser window.
- If browser tabbing is not enabled, close the browser window.
- If the window is in full-screen mode, press ALT+F4 to close the window.

  Alternatively, exit full-screen mode and close the browser. See instructions for exiting full-screen mode:

  - "Using Chrome in Full-Screen Mode" on page 9
  - "Using Internet Explorer in Full -Screen Mode" on page 18
  - "Using Firefox in Full-Screen Mode" on page 26

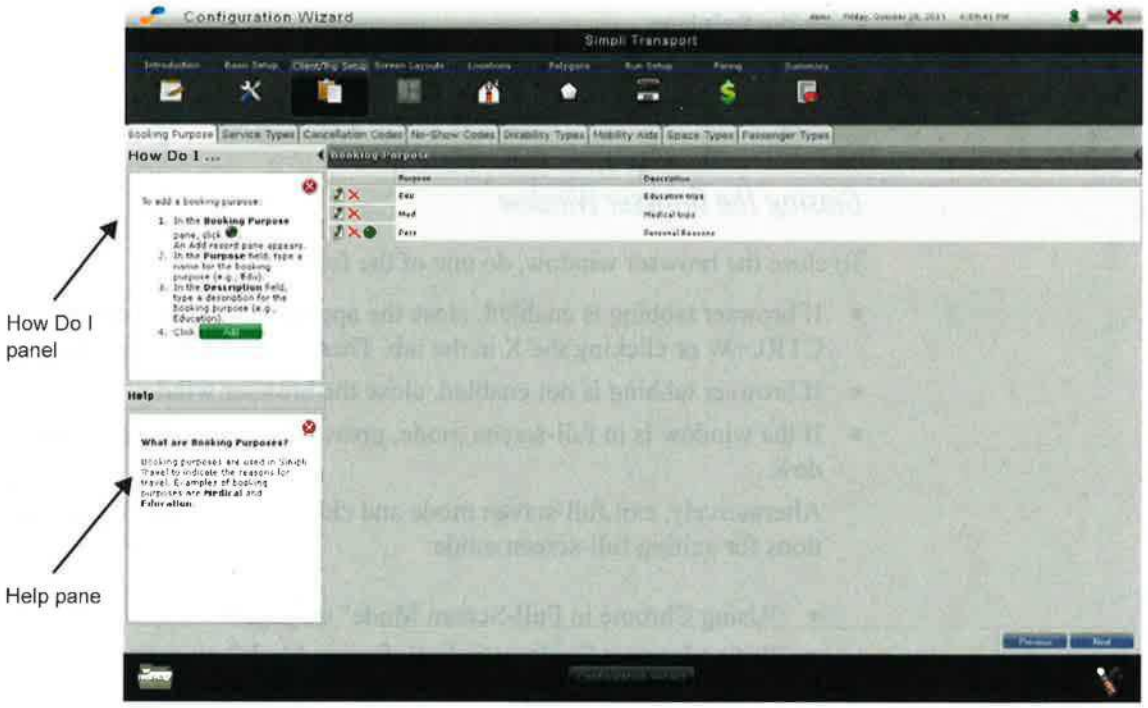


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# USING THE CONFIGURATION WIZARD

The Configuration Wizard is designed to help you set up Simpli Transport and streamline the installation and setup process. You should complete the Configuration Wizard before using other features of the Simpli Transport application.

If you are an Admin User, you can set up and configure the Simpli Transport application in the Configuration Wizard. To access the Configuration Wizard, go to **Admin** > **Configuration Wizard**.




The information in the two panels on the left side of the Configuration Wizard are designed to help you perform tasks on the current screen:



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- The How Do I panel shows instructions for performing a specific task, e.g., adding a booking purpose.
- The Help panel shows additional information, which may help you better understand why you should perform certain tasks or how to configure settings, e.g., a definition of booking purposes.



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# System Navigation

Make use of Simpli Transport features to navigate system areas.

## Using the Taskbar

Located at the bottom of the screen, the taskbar lists open screens and allows you to switch between them. The current screen is highlighted. For example, the following taskbar shows that the Schedule Editor and Trip Administration screens are open; the latter screen is highlighted.



The left side of the taskbar shows the Main Menu icon.

## Screen Title Bars

Located at the top of screens, the title bars show the name of the active screen and provides information about the current task. For example, the following title bars show that you are in the Schedule Editor screen, viewing the schedule for September 6, 2011:




## Using the Step Manager

You can view information in some screens using the Step Manager, which is a vertical sequence of icons on the left side of a screen.

To view specific information about an item or record, click the appropriate step in the Step Manager. You can move amongst the steps in any order.

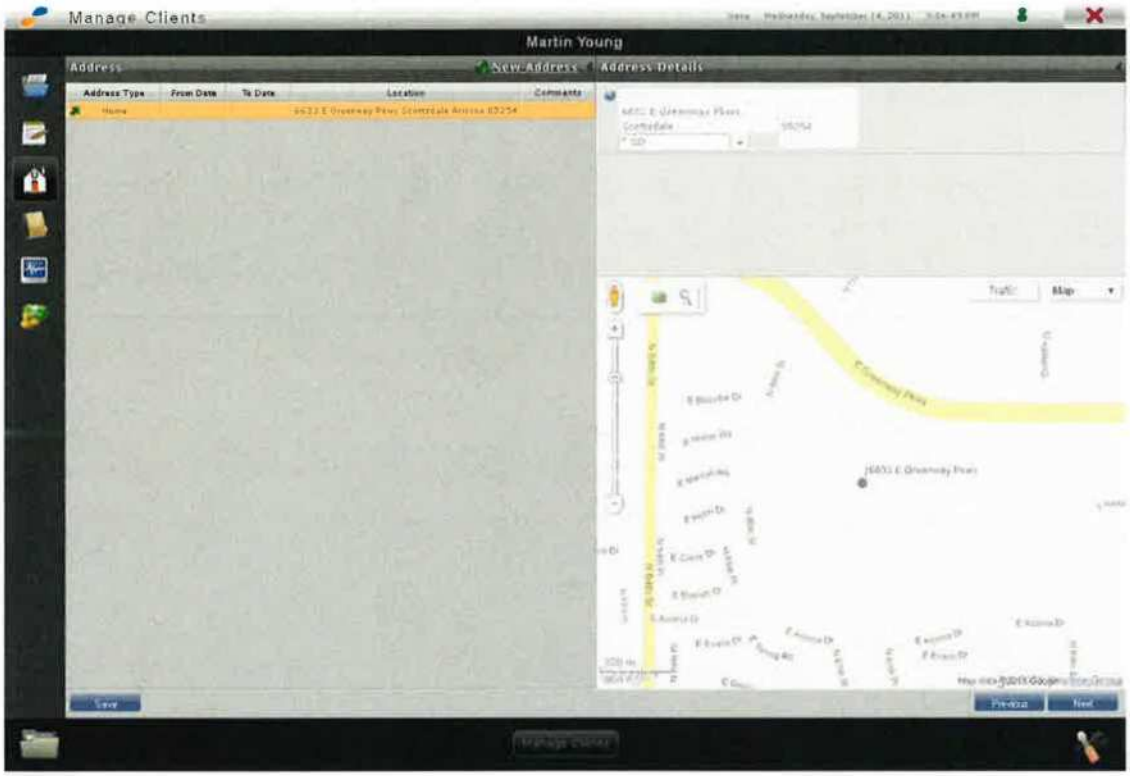
For example, in the Manage Clients screen, you click the Select step to find a specific record:



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In the Manage Clients screen in the following example, the Addresses step is highlighted and client address information appears in the screen. You can go backward and forward in the client edit process.




***NOTE:*** *Save any changes that you make on a screen before going to other screens.*



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# Using Screen Tabs

You can view more information using tabs at the bottom of the screen. The functions or tools these tabs provide are specific to the current task. For example, the following figure shows tabs at the bottom of the Trip Booking screen after a client is selected.






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# WORKING WITH SCREENS

Use the following features to work with screens effectively.

## Opening Screens

Using the menu icons in the taskbar, you can open other screens. Choosing Trip Booking from the Client menu opens the Trip Booking screen. See "Using the Taskbar" on page 34 for more information.

## Showing and Hiding Panels

In some screens, such as the Schedule Editor screen, you can show or hide panels using Resize buttons that appear between panels, as shown in the following figure:




To show or hide panels, use the following buttons:

- To hide upper panels and show lower panels, click Resize Up:



- To hide lower panels and show upper panels, click Resize Down:



- To hide left panels and show right panels, click Resize Left:





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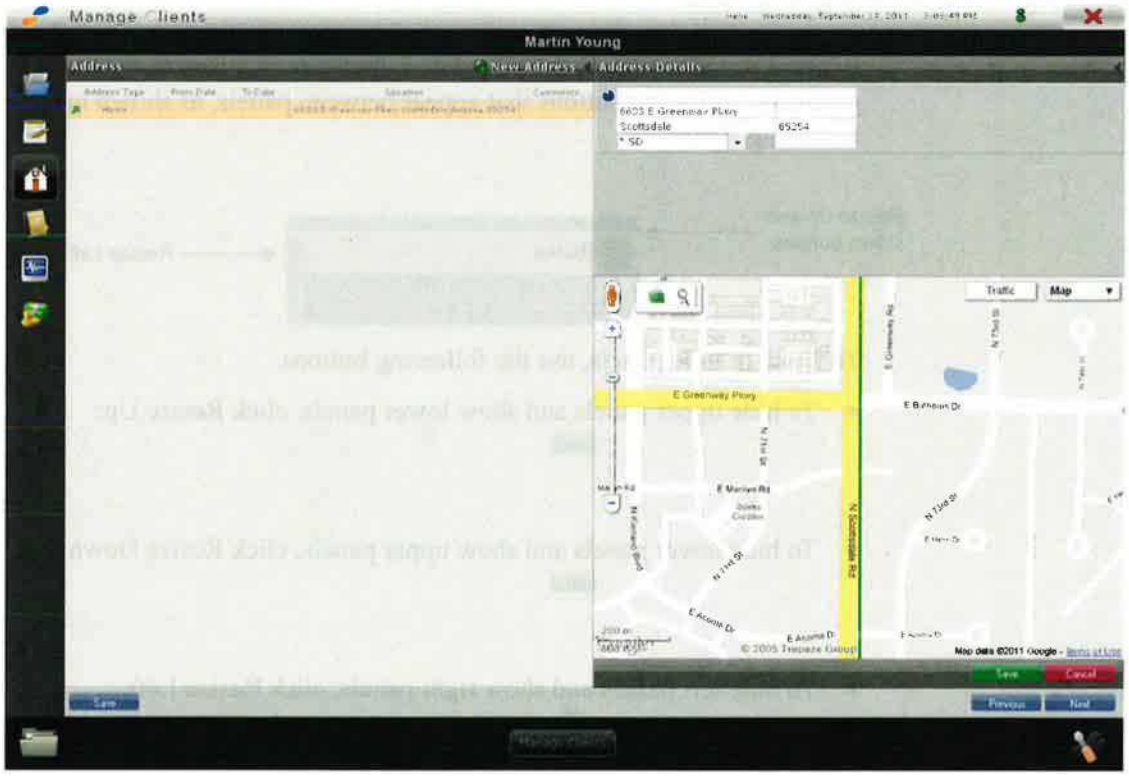
- To hide right panels and show left panels, click Resize Right:



## Collapsing and Expanding Panels

Some screens consist of multiple panels, which might be difficult to view on screens with lower resolutions. You can collapse panels to increase the size of adjacent panels.

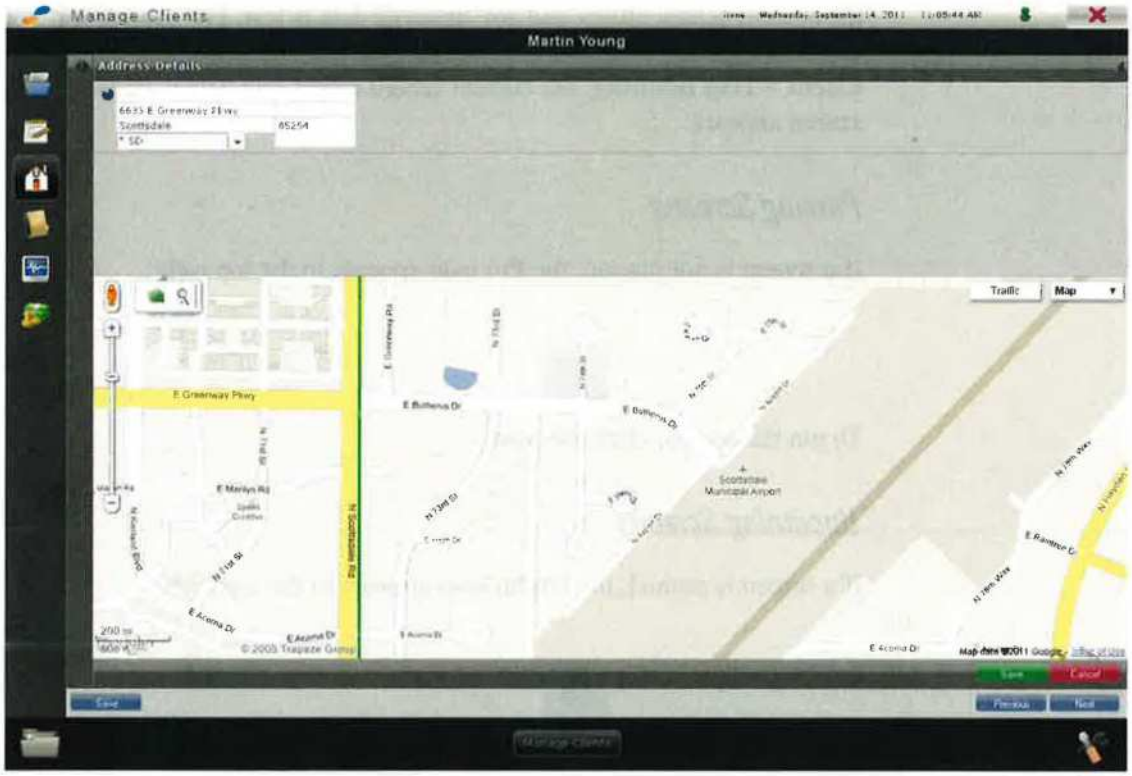
In the following example, the Address and Address Details panels are open:






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To collapse the Address panel, click the arrow beside the New Address link. When the panel is collapsed, the Address Details pane expands to fit the screen.




To expand the Address pane again, click the arrows.

## Keeping Editing Screens Open

In some areas, you have the option of pinning and unpinning the screen in which you are working. These screens are pinned by default.

If a screen is pinned, you can open additional instances of the same screen without losing the data in the current screen. For example, if you are booking a trip and the Trip Booking screen is pinned, going to **Client > Trip Booking** opens a new Trip Booking window. Both instances of Trip



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Booking are shown in the taskbar. If you continue to work in multiple screens, you can use tooltips to help identify the tabs, e.g., the tooltips display different client names (and activities, if applicable).

If a screen is not pinned, and you open another instance of the same screen, the current screen closes and any unsaved data is lost. For example, if you are booking a trip with the Trip Booking screen unpinned, and then go to **Client > Trip Booking**, the current screen closes and a new Trip Booking screen appears.

### *Pinning Screens*

If a screen is not pinned, the Pin icon appears in the top right:



To pin the screen, click the icon.

### *Unpinning Screens*

If a screen is pinned, the UnPin icon appears in the top right:



To unpin the screen, click the icon.

## Closing Screens

To close the current screen, click the Close icon at the top right corner of the screen:

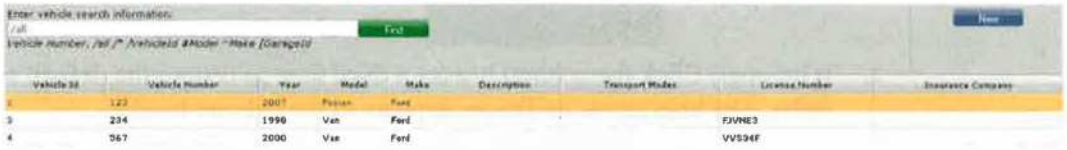




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# VIEWING RECORDS IN GRIDS

When you perform searches in some screens, results are returned in grids, as shown in the following example.




For some grids, the total number of records and pages appear at the bottom of the screen.

## Sorting Records

When performing searches, a large number of matches may be returned in a grid.

Sorting data rows by column can make it easier to find a record. You can sort the data to locate a record quickly. For example, you can sort clients alphabetically by last name.

Records are arranged in a default sort order in the system. They are alphabetized in the system in the following order:

- Spaces
- Special characters, such as asterisks (*)
- Numbers
- Letters

To sort records:

1. To sort the records by values in a column, click the column header.






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For example, to sort the records by vehicle name, click the Vehicle column header. A blue arrow pointing down appears in the column header, indicating that records are sorted in ascending order.

2. (Optional) Click the column header a second time to sort in descending order. The blue arrow points up.




3. (Optional) Click the column header a third time to restore the default sort order. The blue arrow no longer appears in the column header.

## Opening Records

When performing searches (e.g., for clients or locations), double click a record to open it. Alternatively, highlight the record, right click, and select Edit.



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# COMMON COMMANDS

Common commands that you can perform on multiple screens are represented by icons. Refer to the following table for descriptions of these icons.

***NOTE:** On some screens, commands appear as text links or buttons with text labels.*

| Name | Icon | Usage |
|---|---|---|
| Edit |  | This enables you to edit a selected item and appears beside list items that can be edited. |
| Delete |  | This deletes an item and appears beside list items that can be deleted. |
| Add |  | This adds another row or set of fields for you to create a new record in the given task. For example, you can use it to add passengers for a trip, breaks on a master run, or date rules. This appears beside the last item in a list. |
| Save |   | These save data that has been created or edited. For example, you can use this command to save a client record or a location record. |
| Refresh |  | This refreshes a screen. For example, you can use this command to refresh the Schedule Editor and Trip Edit screens. |



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CHAPTER 3

# VIEWING THE MAP AND GEOCODING ADDRESSES

## IN THIS CHAPTER

Navigating the Map **pg 46**
Geocoding Addresses **pg 56**
Address Matcher Fields **pg 61**

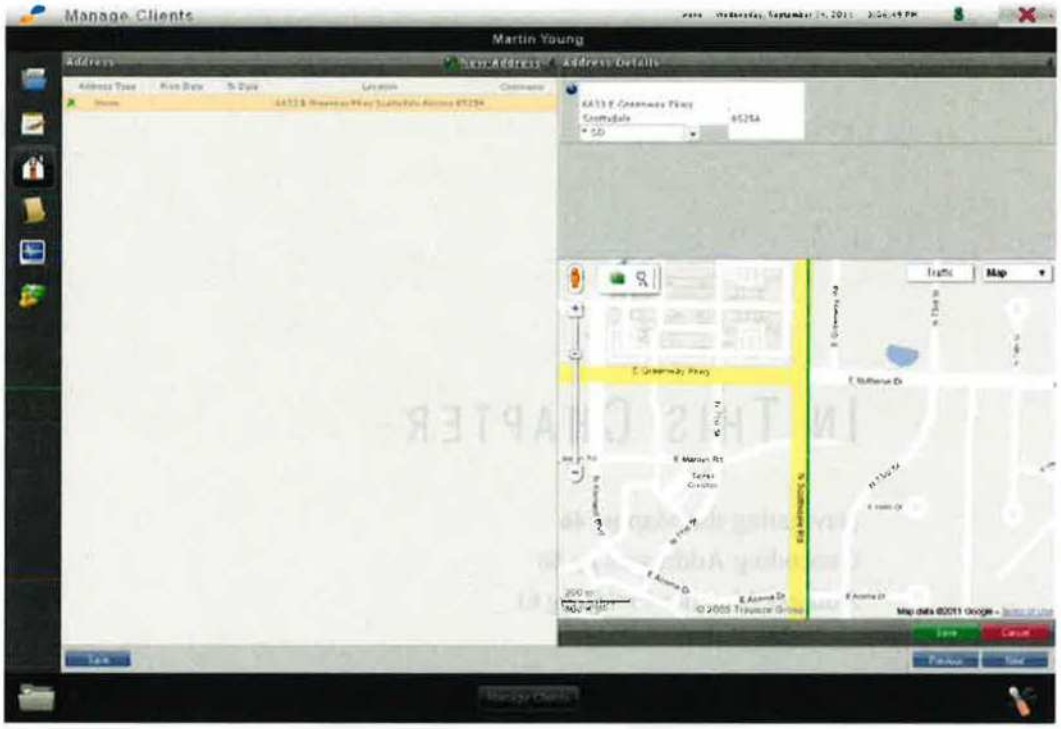


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# NAVIGATING THE MAP

In many system screens, you can view a map that provides a geographical representation of your service area. The map can show many types of data, including streets, locations, and routes.

The following example shows the map in a client record:




When viewing a map, you can do the following:

- Change the map zoom level, i.e., zoom in to see more detail and zoom out to view a larger area.
- Pan the map and view a different area.
- Find addresses and locations.
- Configure layers.



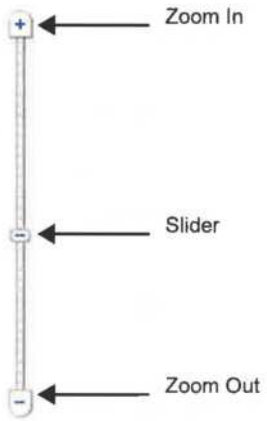
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- Show different map views.

## Changing the Map Zoom Level

You can use different methods to change the zoom level for maps. All of the methods described here have the same functionality, but they allow you to view the map at different levels.

The map zoom control appears on the left side of the map:




Drag the slider between the Zoom In and Zoom Out controls to view the map at pre-set levels.

To zoom in and see more detail in a smaller area, click Zoom In:



To zoom out and see less detail in a larger area, click Zoom Out:





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If you are using a mouse with a scroll wheel, you may be able to scroll the wheel up and down to zoom in and out, respectively.

## Panning the Map

You can reposition the map by clicking it and dragging it in any direction. This is known as panning. To pan the map and view a different area, click and hold the left mouse button and drag the map to the area that you want to view.

## Finding Addresses and Locations on the Map

You can search for a common location or address on the map.

To find an address on the map:

1. On the map toolbar, click Find Address:



The Address Matcher appears.




2. Do one of the following:
   - Search for a street address. See "Geocoding Addresses" on page 56.
   - Search for a common location. Enter the location name in the Site Name field.

   If the service area is large or the street name is common, you can refine the search results by entering the city in the City field.

   Use standard street type abbreviations such as St, Ave, Blvd, Pkwy, or Rd after the street name.



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3. Click Lookup.

   The Address Matcher shows addresses or locations that match the information you entered. If one match is found, the system shows its location on the map with a placemark:



4. If the Address Matcher lists more than one address or location, do one or both of the following:
   - View an address or common location on the map. Click the address or location in the list.
   - Select an address or common location. Double click the address or location.
5. (Optional) Close the Address Matcher and return to regular map functions. Do one of the following:
   - Click Exit.
   - Click Find Address to close the Address Matcher.

## Configuring Layers on the Map

Selecting layers displays them on the map. The map view depends on the number and type of layers that are visible, and the actual characteristics of the map.

Most layers are organized into these types:

- Polygons, which are enclosed geometric areas such as sections of land, bodies of water, and parks
- Networks, which are interconnected systems such as highways, railroad lines, and streets
- Points, which are single-point coordinates such as specific locations

***NOTE:*** *Configuring the map to show multiple layers may affect the rate at which the map refreshes and displays information.*

***WARNING:*** *Do not remove layers from the map unless you are a system administrator.*



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To configure layers:

1. Click Layer Configuration:



The Layer Configuration window opens:




***NOTE:*** *MSTerraService refers to Microsoft Research Maps (MSR Maps) service data.*

2. To include specific layers on the map, mark their check boxes.

   To exclude specific layers from on the map, clear their check boxes.

3. Click OK.

   The map settings that you specify here apply only to other records in the same screen.



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# Displaying Map Views

You can display the following map views in Simpli Transport:

- Street View
- Traffic View
- Map View
- Satellite View

## *Street View*

Street view shows street-level imagery.




To show Street view, click and drag the 'peg man' icon to the area of the map you want to view at street level:



The map shows the area at street level.



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To rotate the view, use the wheel icon in the top left corner of the map, above the zoom control.



To close the street view, click the X in the top right corner of the map.

## *Traffic View*

Traffic view shows real-time traffic data where it is available.




To show Traffic view, click the Traffic menu option at the top right corner of the map.

## *Map View*

Map view shows a map with standard features such as roads, borders, and bodies of water.



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To show Map view, click the Map menu option at the top right corner of the map.

With this view selected, you can mark the Terrain check box to overlay terrain imagery, such as elevation:




## *Satellite View*

Satellite view shows aerial imagery.



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To show Satellite view, click the Satellite menu option at the top right corner of the map.

With this view selected, you can:

- Mark the Labels check box to show names of streets, landmarks, and more.
- (At lower zoom levels) Mark the 45° check box to show 45-degree aerial imagery.




With 45-degree imagery enabled, you can rotate the map clockwise in 90-degree increments. To rotate the map, click the rotate icon at the top left of the map:





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***WARNING:*** *If your computer does not have a fast processor or is low on resources, do not toggle the satellite view on and off frequently. Doing so can cause delays.*



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# GEOCODING ADDRESSES

You must geocode addresses so that the system can calculate the distance and time it takes for a vehicle to travel from one event to another. When you geocode an address, you assign longitude and latitude values to it. Address matching is a method of geocoding that involves selecting a geocode based on matching addresses to the existing map data.

You must geocode addresses when performing tasks such as entering locations, garages, and booking trips.

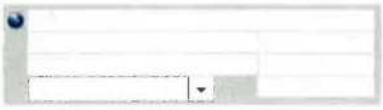
You can geocode addresses by searching common locations, address matching, entering longitude and latitude values, and placing geocodes on the map manually.

## Geocoding Using the Address Matcher

You can search for matching street addresses, locations, and points on your map using the Address Matcher. See "Address Matcher Fields" on page 61 for information on the fields.




The Address Matcher fields that appear when you click Find Address.



The Address Matcher fields in Trip Booking pick-up and drop-off areas.

Address Matcher fields are used in many system screens. Although the fields do not look the same in all screens, the Address Matcher behaves the same way. The following procedure outlines how to geocode using the Address Matcher in pick-up and drop-off fields in Trip Booking.

To geocode using the Address Matcher:



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1. (If applicable) To search for a location, enter the location name in the Site Name field.

   The system uses a text search when searching for location names. If you do not use the correct spelling when searching for a location name, the system can not return the correct location; however, you can enter part of the location name and use the percent sign (%) as a wildcard character. For example, to find a location whose name ends with "er", you can enter "%er" in the location name field.

2. (If applicable) To match an address, enter the address in the Address field in the following format: *<street number> <street name>*. Include street directions when applicable. For example, enter addresses like "985 Main St", "1799 E Greenway Blvd", and "64 10th Ave W".

   If you search for an address that is associated with a common location, you might have the option to choose either the street address or the location name, depending on your system settings. For more information, contact your system administrator.

   If the service area is large or the street name is common, you can refine the search results by entering the city in the City field and the ZIP code in the Zip Code field. The information that you enter when you geocode an address in Trip Booking is printed on manifests.

   In general, entering more information refines the search and returns fewer results. Entering less information broadens the search and returns more results.

   If the Address Matcher returns results that match the search terms, you can select the appropriate geocode. If you can not find the correct address or location, you must enter coordinates or geocode the address manually. For more information, see "Geocoding Using Longitude and Latitude Coordinates" on page 59.

3. Press ENTER or click the globe icon:

   The system lists locations or addresses that match the information that you entered and shows their geocodes on the map.



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In the results list, select the address you want.

4. Click Accept.

   The selected address or location information appears in the Address Matcher fields.

   ***NOTE:*** *In areas such as the Manage Clients and Manage Locations screens, you must also click OK to save the selected geocode and register the address.*

## *Analyzing Search Results*

In the results list, the Score column shows the relevance of each match. A lower Score value indicates a closer match. For example, a score of 0 indicates a very close or exact match.

If multiple addresses or locations are returned, the results are sorted in descending order by relevance score by default; however, you can sort the results by either column. For more information, see "Sorting Records" on page 41.



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# Geocoding Using Longitude and Latitude Coordinates

You can geocode addresses using longitude and latitude coordinates wherever the globe icon appears:



The globe appears beside the Address Matcher in system areas such as the Trip Booking and Manage Locations screens.

You can obtain longitude and latitude coordinates from third-party resources such as mapping web sites. For more information, contact your system administrator.

To geocode using longitude and latitude coordinates:

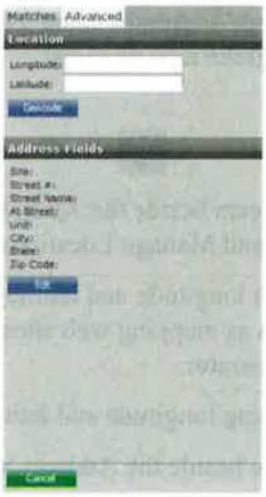
1. Click the globe beside the Address Matcher:





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2. On the screen that appears, click the Advanced tab.




3. Under Location, in the Longitude field, enter the address longitude. You must include the minus sign (-) at the start of the longitude value.
4. In the Latitude field, enter the address latitude.
5. Click Geocode.

   A message indicates that the address was geocoded.
6. Under Address Fields, enter address details in the following fields:
   - Site - Enter the site name, e.g., "Joe's Cafe".
   - Street # - Enter the street number, e.g., "6633".
   - Street Name - Enter the street name, e.g., "E Greenway Pkway".
   - At Street - (If applicable) Enter the street that crosses the street at this address.
   - Unit - (If applicable) Enter the unit number.
   - City - Enter the city.
   - State - Enter the state.
   - Zip Code - Enter the ZIP code.
7. Click Accept.



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# ADDRESS MATCHER FIELDS

You can enter search criteria for geocoding in the Address Matcher fields.

"Descriptions of Address Matcher Fields" on page 61 lists and describes the Address Matcher fields.

In addition to these fields, you can enter information in Comment fields in the Address Details panel. These comments are printed on manifests, and can be edited in the Trip Booking screen.

## Descriptions of Address Matcher Fields

The following table lists the fields in the Address Matcher.

| Field | Description |
|---|---|
| Site Name | This is the name of a common location. The site name is often the name of a business, institution, or other location that is widely recognized, such as Farmers' Market, a local school, or Main Street Library.<br>Limit site names to a maximum of 50 characters, or they will not appear in full on manifests.<br>The site name field is used for searching common locations. For more information, see "Creating Locations" on page 325. |
| Address | This is the street address in *<street number> <street name> <street type>* format (e.g., *985 Main St* or *985 Main*). Do not use punctuation in this field.<br>Use standard street type abbreviations such as St, Ave, Blvd, Pkwy, or Rd. |
| Unit | (If applicable) This is the unit number for the address. For example, Dr. Smith's office is located in a Main Street plaza, in unit 4D. This field can also be used for other address information, such as Floor (fl) or Building (bldg) numbers.<br>Unit field information is limited to a maximum of 15 characters.<br>***Note:*** *You must enter the unit number after the address is geocoded; otherwise, it might hinder the address matching process, or the unit data might be removed and have to be re-entered after the geocode is accepted.* |



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| Field | Description |
|---|---|
| City | This is the city for the address.<br>The city is not usually necessary for searching for addresses; however, depending on the size of the service area and/or the number of cities on the map, you can use the City field to refine a search.<br>The state is usually populated during the geocoding process; therefore, if you enter information manually, no state is listed. Alternatively, you can enter the state after the city in the City field. |
| Zip Code | This is the ZIP code or postal code for the address.<br>The ZIP/postal code is not usually necessary for address matching; however, depending on the size of the service area and/or the number of address matches returned in a search, you can use the Zip Code field with the City field to refine a search. |
| Jurisdiction | (Optional) This value is automatically populated for a geocoded address if your site uses polygons. Map Address Polygons are denoted with an asterisk (*) preceding the polygon name. This information does not print on standard manifests.<br>We recommend that you do not use the pull-down menu to select another polygon; doing so overrides the existing polygon.<br>You can configure polygons in Polygons in the Configuration Wizard. See "Using the Configuration Wizard" on page 32. |
| Map Page | (Optional) For sites that use map books, this is the page on which the address is located. This is an editable field; some sites might use this field for data other than map pages, such as county names. Information entered here is not printed on standard manifests. |



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# CHAPTER 4 MANAGING CLIENTS

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# About Clients

Clients must be registered in the system before trips can be booked and tracked for them. In addition to basic information such as names and identification numbers, you can enter clients' address, contact, status, and funding information. Knowing pertinent and important information about clients allows you to better understand their needs, and thus book appropriate trips for them.



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# SEARCHING FOR CLIENTS

If you want to review a particular client's information, you have to search for the client record. You also have to search for clients in order to fulfill certain tasks, such as booking a trip.

In the Client Lookup area of the Trip Booking screen, you can search for clients in the Select Client field:




In other screens, you can search for clients using the 'Enter client search information' field:




1. To search for a client:In the 'Enter client search information' field, search for a client's name using one of the formats listed in "Client Name Search Formats" on page 66.

   ***NOTE:*** *Entering one alphabetical string searches only last names. You can search using full or partial strings. For example, entering the string after a comma, e.g., ",ja", searches for all clients whose first names start with Ja. Entering "c, j" searches for all clients whose last names start with C and first names start with J. Entering "ch" searches for all clients whose last names start with Ch.*

   ***NOTE:*** *Use the percent sign (%) as a wildcard character. For example, typing "%er" returns a list of all clients whose surnames contain the letters er; it returns clients with surnames such as Miller and Erickson.*



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As you enter your search terms, the search field might show a pull-down list of matching records. If an appropriate search term appears in the pull-down list, select it.

2. (If applicable) To exclude inactive clients from the search, mark the Hide Inactive Clients check box.
3. Click Find or press the ENTER key.

   If the system finds one matching client, the client record opens.
4. (If applicable) If the system returns no records, no clients match the search criteria. Repeat step 1 through step 3 to search for the client again using different criteria.
5. (If applicable) If the system finds multiple clients that match the search criteria or if you search for all records, the system shows results in a grid. To open a client record, double click the client name. Alternatively, right click the name and click Edit.

   The client record opens.

## Client Name Search Formats

The following table lists the accepted formats for entering client names in client search fields in Simpli Transport. Your site may not use all of these fields.

| Format | Description |
|---|---|
| *Lastname, Firstname*<br>Example: Young, Martin | Searches for clients with the specified last name and first name. |
| , *Firstname*<br>Example: , Martin | Searches for clients with the specified first name. |
| *Lastname*<br>Example: Young | Searches for clients with the specified last name. |
| /all | Returns a list of all clients |
| */ClientId* | Searches for clients by Client Id number. |
| *^Birthdate* | Searches for clients with a specific birthdate. Accepted formats are MM/DD/YYYY, MMDDYYYY, and MM-DD-YYYY. |



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| Format | Description |
|---|---|
| *#PhoneNumber* | Searches for clients by phone number. You can search by partial or full phone numbers.<br>For example, enter "647" to have the system search for phone numbers that contain "647" anywhere in their 10-digit range (e.g., xxx-647-xxxx, and xxx-xx6-47xx). |
| *!IdentificationNumber* | Searches for clients by identification number. |
| *+ClientCode* | Searches for clients by client code. |



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# REGISTERING CLIENTS

Before you can create subscriptions and trips, you must register clients. When registering clients, you can enter their address, contact, status, and funding information, which are useful when booking trips for them.

When you create a subscription or book a trip, information from many client record fields is pulled into the Trip Booking screen. For example, the default fare type from the client record populates the Fare Type field in Trip Booking. You can edit these values for individual trips.

Some of the options you can choose to populate client fields, such as Default Fare Type, Space Type, and Service Type, are set up in the Configuration Wizard. For information, see "Using the Configuration Wizard" on page 32.

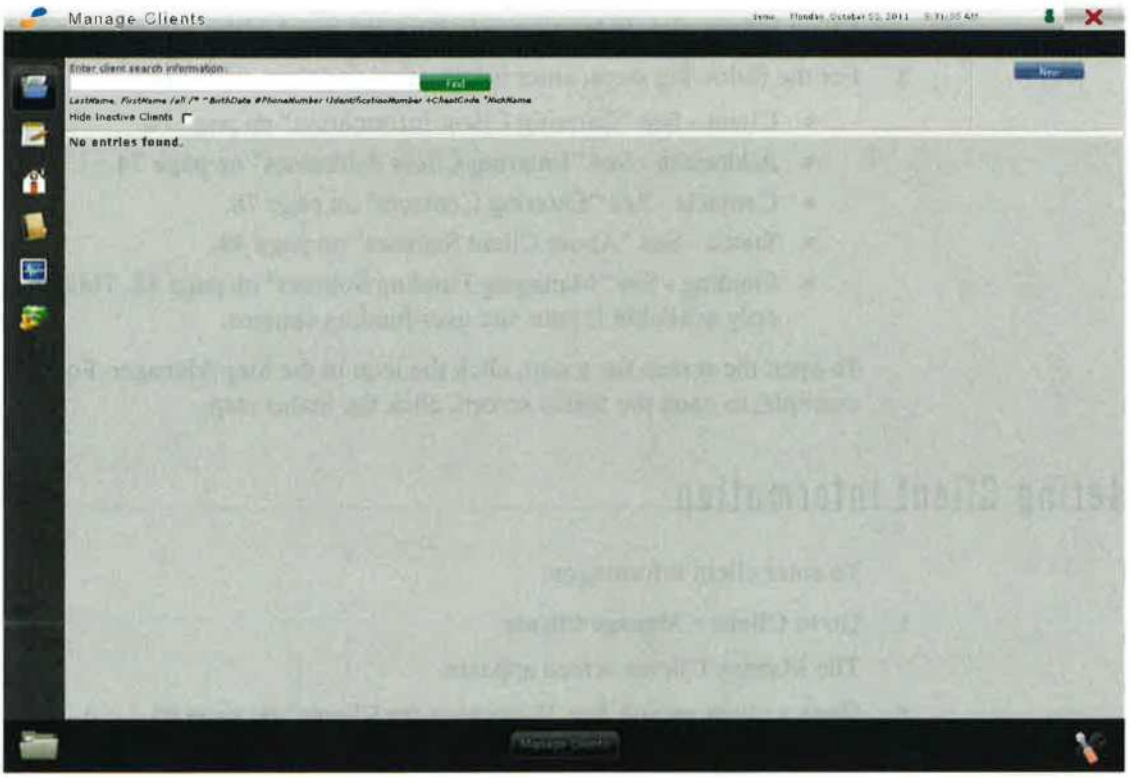
***NOTE:*** *Before registering a client, search for the client to make sure that you do not duplicate an existing record. See "Searching for Clients" on page 65.*



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To register a client:

1. Go to **Client > Manage Clients**.
   The Manage Clients screen appears.




The Select step is highlighted in the Step Manager.



2. Click New at the top right corner of the screen.
   The Client step is highlighted in the Step Manager:



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Client information fields appear in the right panel of the screen.

3. For the following steps, enter information and then click Save:
   - Client - See "Entering Client Information" on page 70.
   - Addresses - See "Entering Client Addresses" on page 74.
   - Contacts - See "Entering Contacts" on page 78.
   - Status - See "About Client Statuses" on page 84.
   - Funding - See "Managing Funding Sources" on page 88. This step is only available if your site uses funding sources.

   To open the screen for a step, click the icon in the Step Manager. For example, to open the Status screen, click the Status step.

## Entering Client Information

To enter client information:

1. Go to **Client > Manage Clients**.

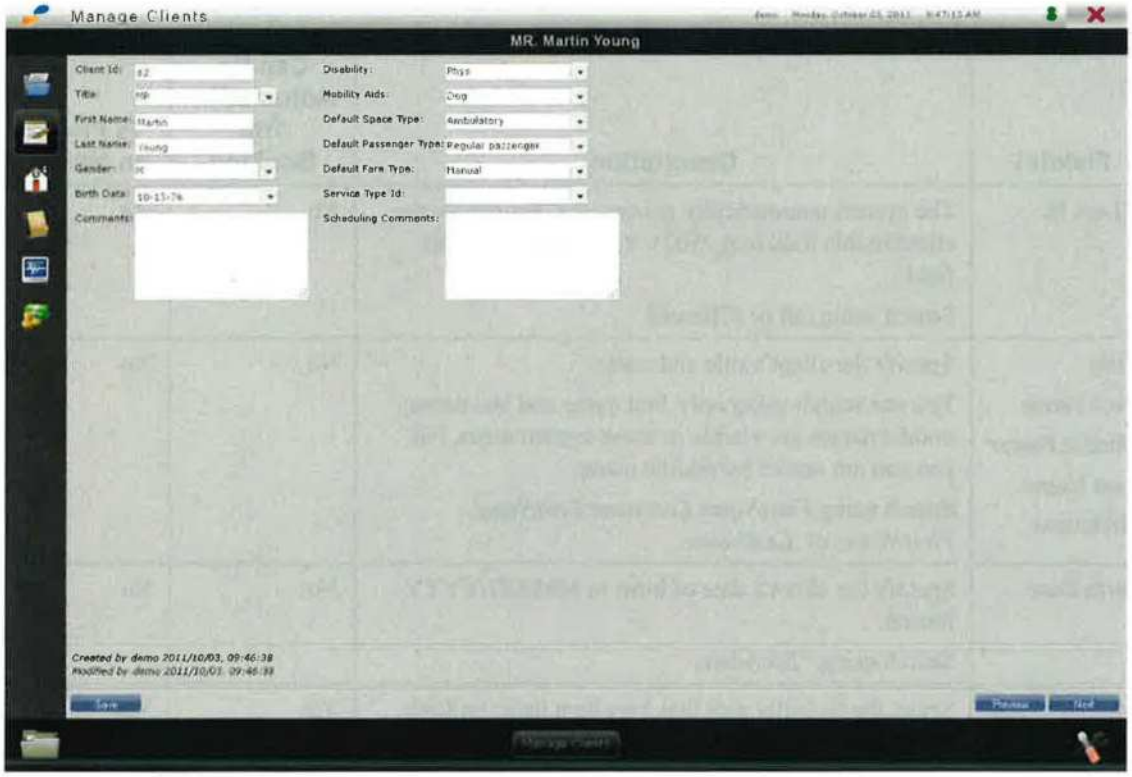
   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Client step:



   The Client step is highlighted and fields appear in the Manage Clients screen.
4. Enter information in the client fields. See "Client Information Fields" on page 71 for descriptions.
5. Click Save. The client name appears in the title bar.



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# Client Information Fields

The following table lists information fields available in the Clients step in Manage Clients.

Some fields are visible in the Trip Booking screen and can be adjusted in Trip Booking when you book a trip. Some fields are printed on the manifest.

You can modify the fields in **Manage Layouts** > **Manage Clients** in the Configuration Wizard. See "Using the Configuration Wizard" on page 32.



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| Field(s) | Description | Can Be Adjusted in Trip Booking | Is Printed on Manifest |
|---|---|---|---|
| Client Id | The system automatically generates a number for the client in this field (e.g., 502). You can not edit this field.<br>Search using /all or */ClientId*. | No | No |
| Title<br>First Name<br>Middle Name<br>Last Name<br>Nickname | Specify the client's title and name.<br>You can search using only first name and last name; middle names are visible in some system areas, but you can not search by middle name.<br>Search using *FirstName Lastname*;*LastName, FirstName*; or *,LastName*. | No | No |
| Birth Date | Specify the client's date of birth in MM/DD/YYYY format.<br>Search using *^Birthdate*. | No | No |
| Mobility Aids | Select the mobility aids that the client uses; multiple selections are allowed. For example, select Cane and Oxygen if the client uses a cane and an oxygen tank. | Yes | Yes |
| Vehicle Type Exclusions | Select the vehicle types to which a client trip can not be booked.<br>***Note:*** *If your site has only one vehicle type, do not select a value in this list.* | Yes | No |
| Service Type Id | Select the appropriate type. Service types are defined for the site to control or organize different types of service.<br>If your site allows clients to have multiple service types defined, this field should not be available. See "Viewing and Editing Client Records" on page 91. | Yes | No |
| Client Code | This is site-specific and searchable.<br>Search using *+ClientCode*. | No | No |



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| Field(s) | Description | Can Be Adjusted in Trip Booking | Is Printed on Manifest |
|---|---|---|---|
| Identification Number | This is site-specific and searchable. For details on searching using this number, see "Searching for Clients" on page 65.<br>Search using *!IdentificationNumber.* | No | No |
| Gender | Select the client's gender. | No | No |
| Disability | Select one or more disabilities that pertain to the client. Examples are Speech Impairment, Vision Impairment, and Seizure. | No | Yes |
| Default Space Type | Select the space type that the client occupies on board a vehicle. Space types can be adjusted per trip.<br>For example, if the client uses a wheelchair, select WH as the default space type. The selection made here affects capacity and load/unload times. | Yes | Yes |
| Preferred Language Id | Select a language from the pull-down menu. This option does not populate fields on any other screens. | No | No |
| Default Passenger Count | Specify a passenger count for the client. The default is set to 1. The value entered here populates the Passenger Count option in Trip Booking.<br>For example, you can use this option for a client who requires an additional seat because she is in an orthopedic cast and has a leg extended.<br>Exercise caution when changing the default passenger count: the fare, passenger, and space types are all multiplied by the value in this field. | Yes | Yes |
| Permanent | Mark this check box if the client's disability is permanent. | No | No |
| Comments | Enter comments about the client. For example, a comment for a client might read "Conditional ADA" or "Escort can accompany only for medical trips". | Yes | No |



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| Field(s) | Description | Can Be Adjusted in Trip Booking | Is Printed on Manifest |
|---|---|---|---|
| Private Comment | Enter a private comment about the client here. Private comments do not appear anywhere else. | No | No |
| Scheduling Comments | Scheduling comments are visible in the Passenger Scheduling Comment panel in Trip Booking when booking a casual trip. An example of a scheduling comment is "Call a taxi for client if no trips are available." | No | No |

## Entering Client Addresses

On the Addresses step in the Manage Clients screen, you can enter and geocode client addresses.

To enter an address:

1. Go to **Client > Manage Clients**.

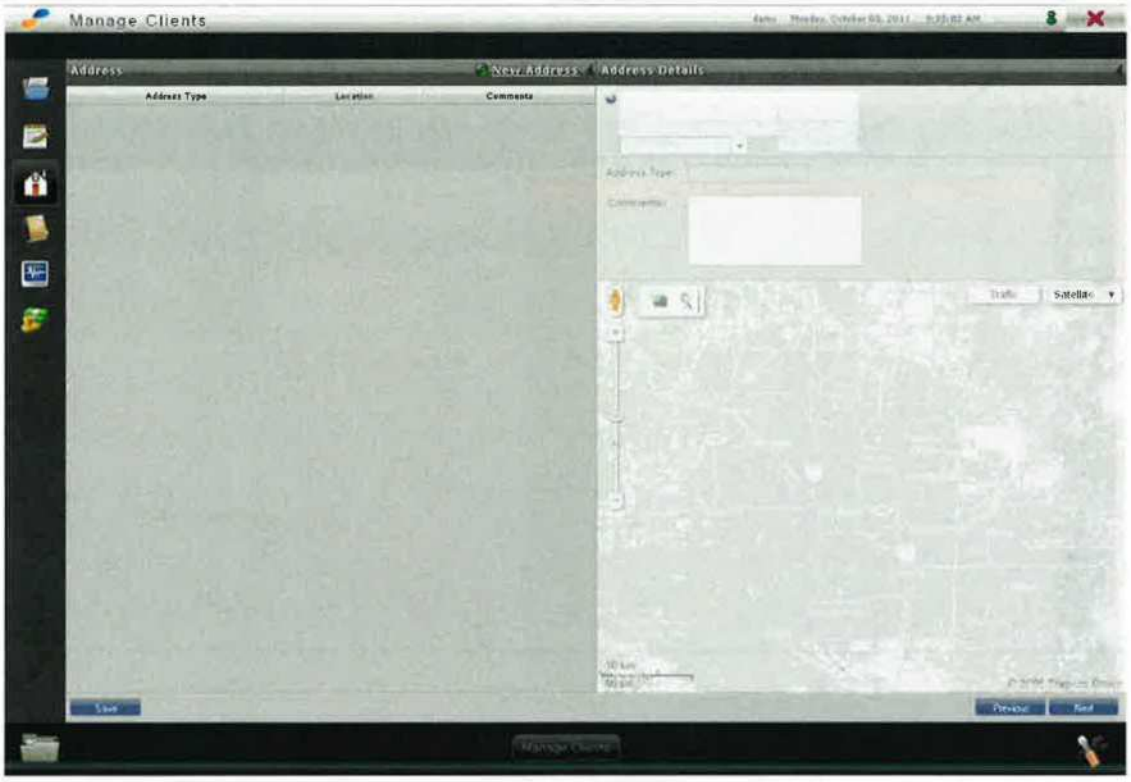
   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Addresses step:



The Addresses step is highlighted and address panels appear in the Manage Clients screen.



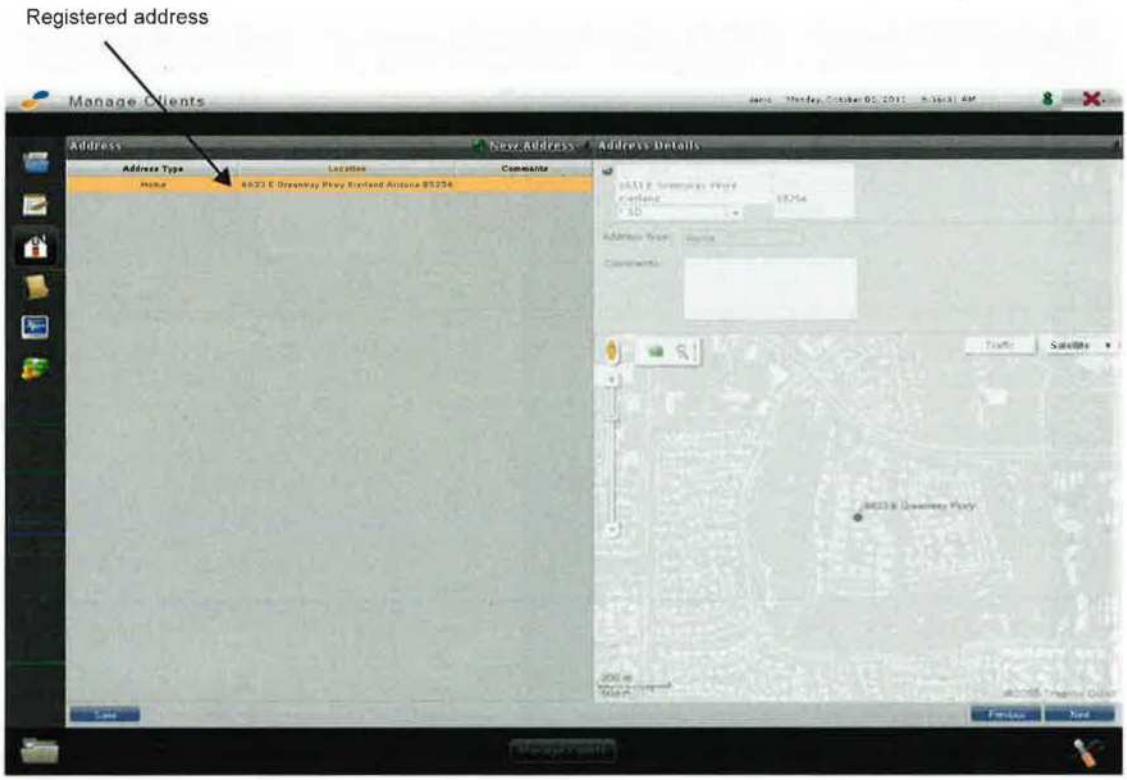
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4. Click New Address.
5. On the menu that appears, click the type of address you want to add.
6. In the Address Details panel, geocode the address or search for a location.
   For instructions, see "Geocoding Addresses" on page 56.
7. To confirm the geocode, click OK.
   The address appears in the Address panel.



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8. Click Save.

## Specifying Default Pick-up and Drop-off Addresses

On the Addresses step in the Manage Clients screen, you can specify the default pick-up and drop-off addresses for trips. Default addresses populate the Pick up and Drop off fields in Trip Booking.

To specify a default pick-up or drop-off address:

1. Go to **Client > Manage Clients**.

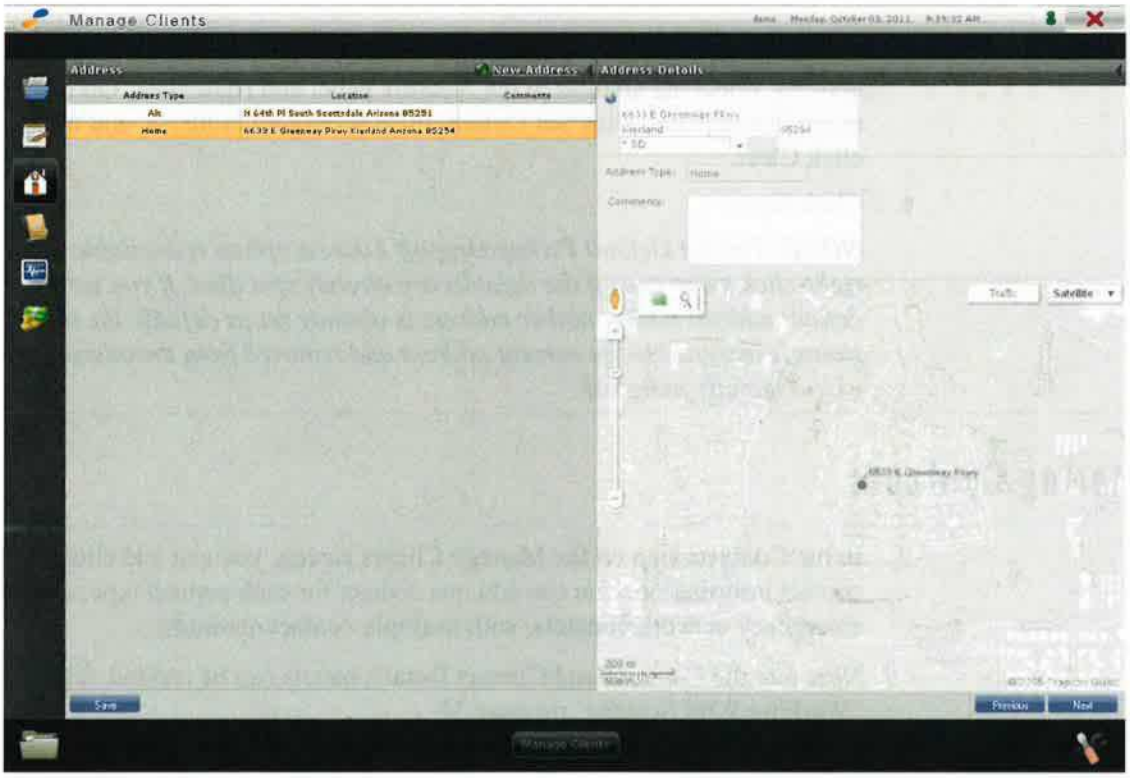
   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Addresses step:



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The Addresses step is highlighted and registered addresses appear.




4. Select an address in the Address panel and right click.

   On the menu that appears, select Set Default Pickup/Dropoff Address. Then, click Pickup to specify that the address is the default pick-up address.

   Click Drop off to specify that the address is the default drop-off address.



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In the grid, an address with a green arrow pointing up indicates a default pick-up address. An address with a blue arrow pointing down indicates a default drop-off address.




5. (If applicable) To remove the default pick-up or drop-off status from an address, select the address in the Address panel and right click. On the menu that appears, click Set Default Pickup/Dropoff Address, and then click Clear.
6. Click Save.

***NOTE:*** *The Set Default Pickup/Dropoff Address option is available on the right-click menu even if the defaults are already specified. If you set a default address when another address is already set as default, the default status is assigned to the current address and removed from the address that was originally assigned.*

## Entering Contacts

In the Contacts step on the Manage Clients screen, you can add client contact information. You can add one contact for each contact type, such as emergency or work contacts, with multiple contact methods.

Note that the Contacts and Contact Details panels can be resized. See "Working With Screens" on page 37.

To enter a client contact:

1. Go to **Client > Manage Clients**.

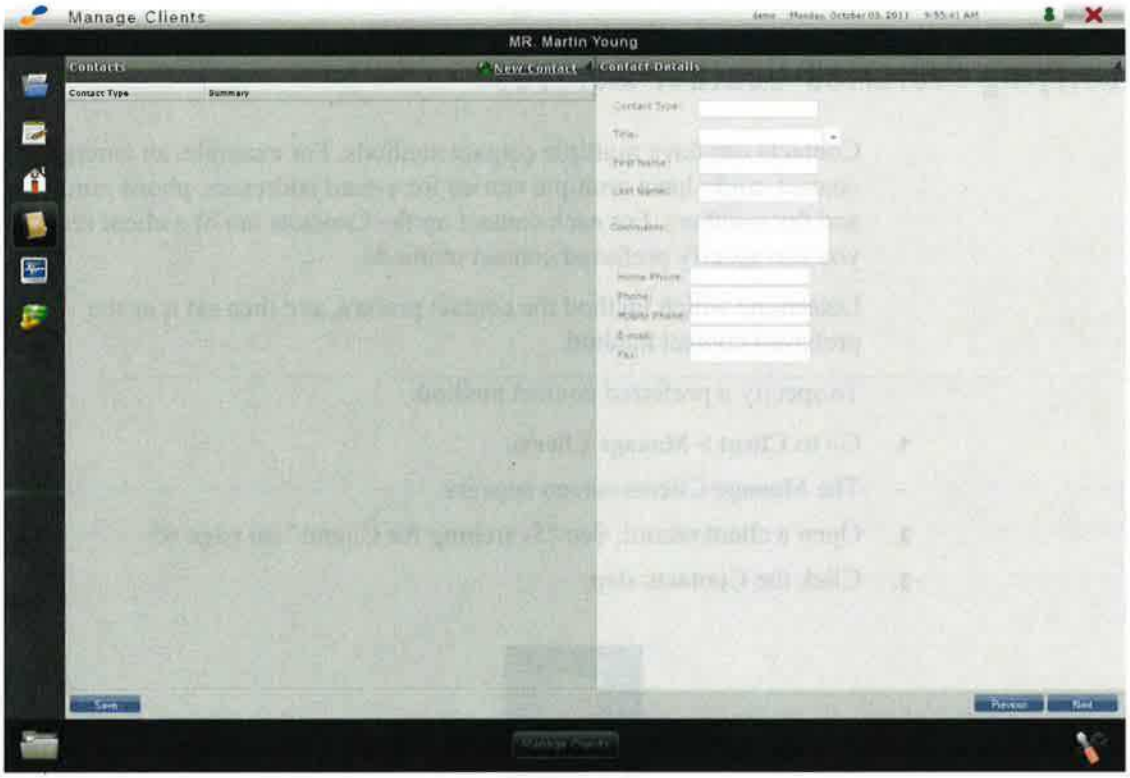
   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Contacts step:



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The Contacts step is highlighted and contact fields appear in the Manage Clients screen.




4. Click New Contact.
5. From the menu that appears, choose the type of contact that you want to add. You can add only one contact per type.
6. In the Contact Details panel, enter the following details:
    - Title, First Name, and Last Name - The contact's title and name
    - Company - The contact's company name



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- Job Title - The contact's job title
- Phone - The contact's phone number
- Mobile Phone - The contact's mobile phone number
- E-mail - The contact's e-mail address
- Fax - The contact's fax number
- Comments - Comments about the contact, which do not appear anywhere else

7. Click Save.

## Specifying Preferred Contact Methods

Contacts can have multiple contact methods. For example, an emergency contact might have multiple entries for e-mail addresses, phone numbers, and fax numbers. For each contact on the Contacts tab of a client record, you can specify preferred contact methods.

Determine which method the contact prefers, and then set it as the preferred contact method.

To specify a preferred contact method:

1. Go to **Client > Manage Clients**.

   The Manage Clients screen appears.

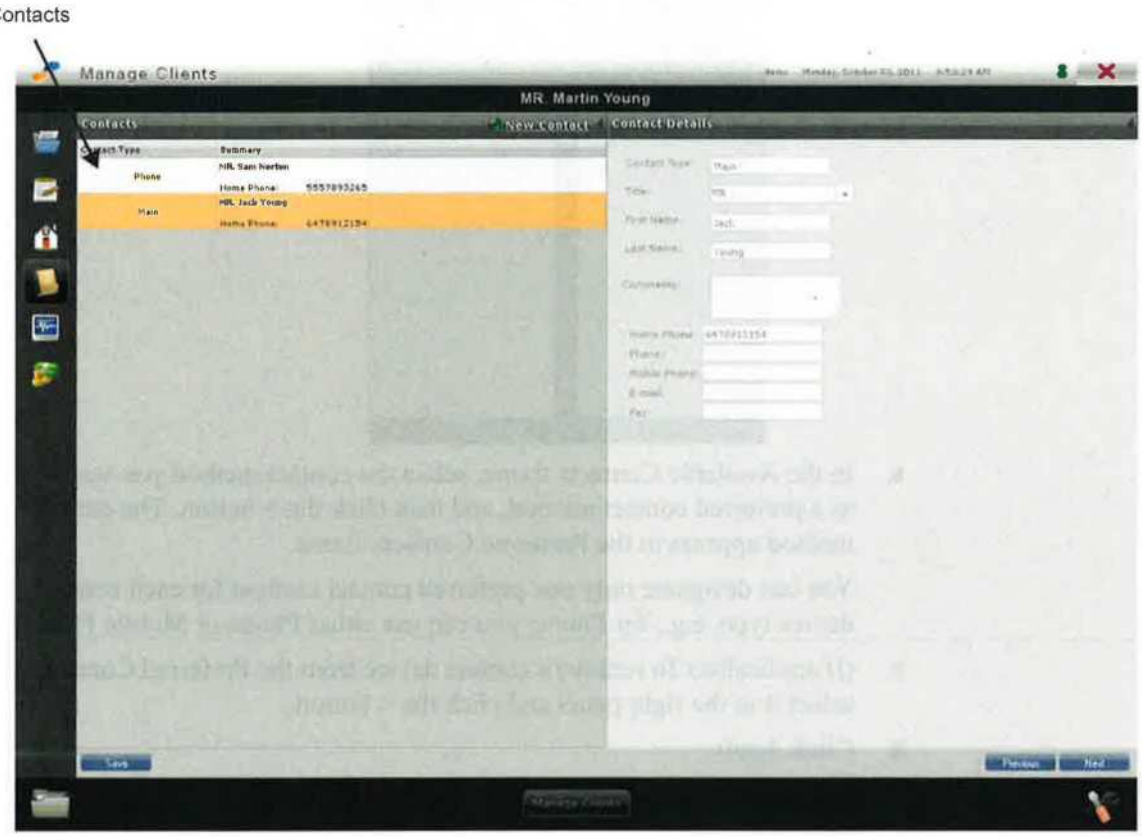
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Contacts step:



The Contacts step is highlighted and the client's registered contacts appear in the Contacts panel.



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4. Select a contact in the Contacts grid.
5. Right click the contact and select Preferences.

   The Set Contacts Preferences dialog box appears. An Available Contacts panel appears on the left and a Preferred Contacts panel on the right.



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6. In the Available Contacts frame, select the contact method you want to set as a preferred contact method, and then click the > button. The contact method appears in the Preferred Contacts frame.

   You can designate only one preferred contact method for each contact device type, e.g., for Phone, you can use either Phone or Mobile Phone.

7. (If applicable) To remove a contact device from the Preferred Contacts list, select it in the right panel and click the < button.
8. Click Apply.
9. Click Save.

   In the Contacts panel, a green circle appears beside the preferred contact method.






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## Editing Existing Contacts

To edit an existing contact:

1. Go to **Client > Manage Clients.**

   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Contacts step:



   The Contacts step is highlighted and the client's registered contacts appear in the Contacts panel.
4. Right click the contact in the Contacts panel and click Edit.
5. On the Contact Details screen that appears, enter or modify the information. See step 6 in "Entering Contacts" on page 78.
6. Click Save.

## Deleting Existing Contacts

To delete a selected contact:

1. Go to **Client > Manage Clients.**

   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Contacts step:





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The Contacts step is highlighted and the client's registered contacts appear in the Contacts panel.

4. Right click the contact in the Contacts panel and click Delete.
5. Click OK on the dialog box that appears.

# About Client Statuses

On the Status step in the Manage Clients screen, you can enter client status information. You can configure client status types in **Basic Setup** > **Status** in the Configuration Wizard. See "Using the Configuration Wizard" on page 32.

Client status records on the Manage Clients tab provide a history of the client's status changes. Two status levels are available: active and inactive. Status types, when selected, assign an active or inactive status to a client record. For example, selecting Vacation sets the status to inactive automatically.

If a client's status is changing temporarily from active to inactive, do not change the existing active status to inactive. Instead, create a new status record with the appropriate start and end dates.

## *Example: Setting Client Statuses*

Consider a client who is registered and active on November 23, and who will be on vacation from December 16 to December 23.

Do not change the existing active status with the November 23 start date to inactive, because this applies the inactive status to the entire period.

Instead, create a new status record with a start date of December 16 and an end date of December 23.



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# Entering Client Statuses

To enter client statuses:

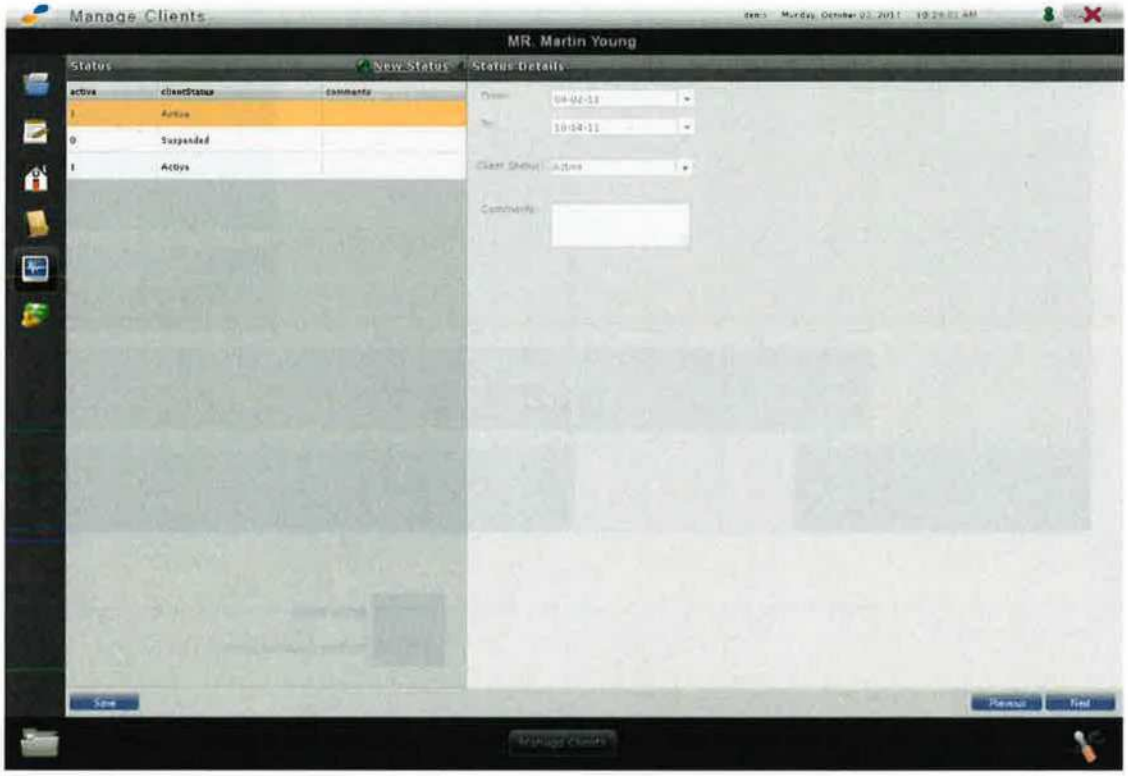
1. Go to **Client > Manage Clients**.
   The Manage Clients screen appears.
2. Open a client record. See "Searching for Clients" on page 65.
3. Click the Status step:



The Status step is highlighted and status fields appear in the Manage Clients screen.



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4. On the Status panel of the Manage Clients screen, do one of the following:
   - Edit an existing status. Right click the status in the Status panel. On the menu that appears, click Edit.
   - Create a new status. Click New Status. A New Status pane appears on the right.
5. In the Edit Status panel on the right, enter the following information:
   - From - Specify the effective date for the status.
   - To - (Optional) Select the end date for the status. If you do not select an end date, the selected status applies until a new status is entered.
   - Client Status - Select a client status from the pull-down menu.

   ***NOTE:*** *The Active check box is read-only. It is marked if the client status is active and empty if the client status is not active. For example, the check box is automatically marked for statuses such as Approved*



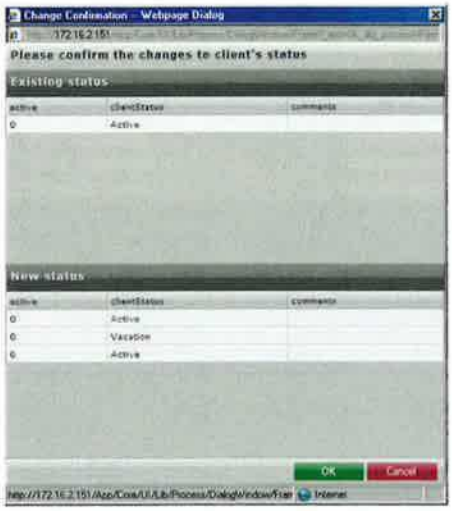
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*and Active. It is not marked for statuses such as Vacation and Suspended.*

- Comments - Enter comments about the status (e.g., "Client will call to confirm service"). Comments entered here do not appear anywhere else in the system.

6. Click Save.

   A Change Confirmation dialog box appears.




   The dialog box shows existing status records in the Existing Status panel and the resulting status records in the New Status panel.

7. Review the information and then click OK to apply the change.

   Click Cancel to leave the status unchanged.

8. Click Save.

   ***NOTE:*** *If clients have trips booked for a period in which they are now inactive, you can also cancel or remove the trips, or leave them unchanged. It is recommended that you cancel trips instead of removing them, so that the system retains a record of the bookings. Canceling trips updates the trips with a Cancel - Client Inactive code.*

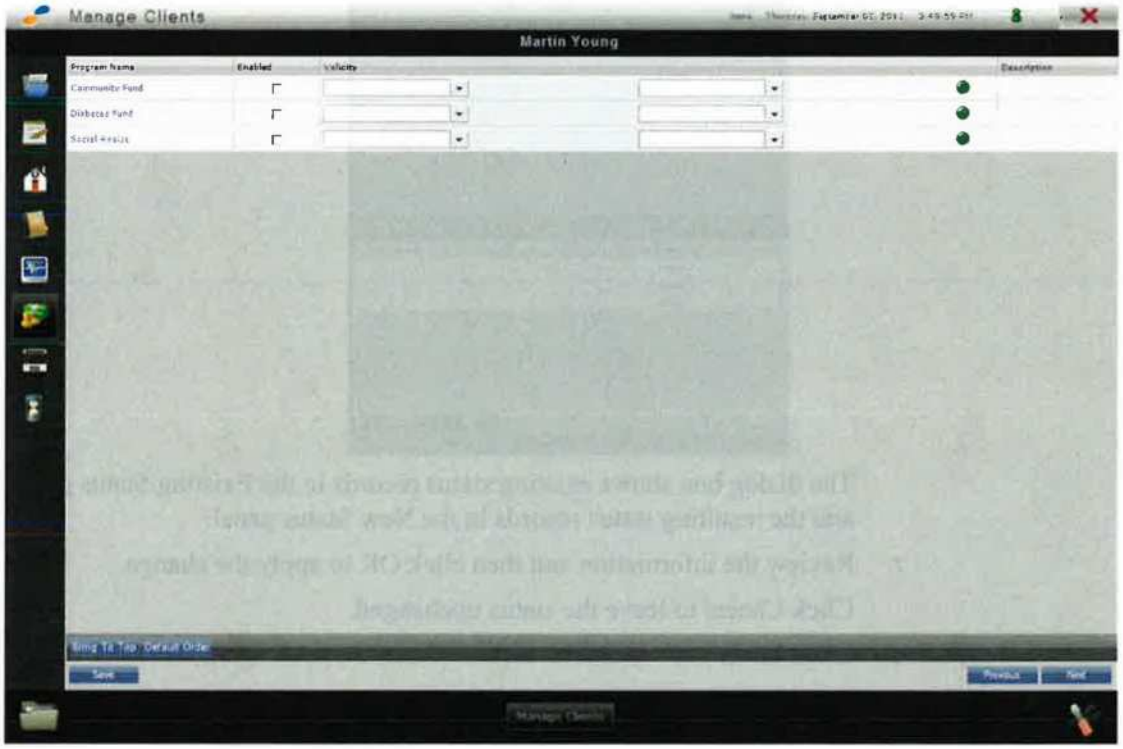


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# Managing Funding Sources

***IMPORTANT:*** *The Funding tab is available if funding sources are enabled for your site. If you require more information, see your system administrator.*

On the Funding tab of the Manage Clients screen, you can view funding programs that are enabled for the client and the time periods for which they are valid.




## *Sorting Funding Programs*

You can change the order of funding programs. The sort order of the funding programs can affect the fare amount collected from the client.



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On the Funding tab of the Manage Clients screen, you can click one of the buttons at the bottom of the screen to arrange the list of funding programs:

- Bring to Top - This moves the funding programs that are enabled for the client to the top of the list. This option is useful if the list of programs is very long.
- Default Order - This reverts to the default order specified in the Funding Programs screen. This button is available when the funding programs are not in the default order.

If multiple funding programs apply to a trip, you can drag and drop funding programs to re-order them in the list. To move a funding program, drag and drop it to where you want. A green line shows where it will be moved.

## Enabling Funding Programs

To enable a funding program for a client:

1. Open a client record. See "Viewing and Editing Client Records" on page 91.
2. In the Step Manager, click the Funding icon:



The Funding screen appears.

3. Mark the check box for the funding program that you want to enable for the client.
4. Using the Validity pull-down menus, select a date range for when the program is valid. Do not select a date range if the program is always valid. See the figure in "Example of a Client With Multiple Funding Programs".
5. Click the Add Date Window icon to add more date windows for the funding program:





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6. Click Save.

***NOTE:*** *If no funding programs are listed on the Funding tab in Trip Booking or Manage Clients when you book a trip, funding may not be available for the trip type. If you require more information, contact your system administrator.*

## *Example of a Client With Multiple Funding Programs*

The following figure shows that two funding programs out of three are enabled for a client.




Community Fund subsidizes the client's trips from September 1st, 2011 through September 1st, 2012, and Diabetes Fund subsidizes trips from February 1st, 2012 through February 1st, 2014. As a result, the client's trips are covered by both programs simultaneously from September 2011 to February 2012.

If multiple funding programs apply to a trip, subsidization is applied in order of the programs listed. For example, if Community Fund subsidizes the trip 50% and Diabetes Fund subsidizes 10%, the fare is first subsidized 50% by Community Fund, and then 10% by Diabetes Fund.

***NOTE:*** *When booking a trip or a subscription, check the Funding tab in Trip Booking to ensure that the funding sources enabled for the client are allowed to provide funding for the particular trip or subscription. Clear the check boxes to remove funding programs from the trip; all remaining funding programs will be applied to the fare.*



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# VIEWING AND EDITING CLIENT RECORDS

To view or edit a client record:

1. Go to **Client > Manage Clients**.

   The Manage Clients screen appears.

2. Search for the client record. For more information, see "Searching for Clients" on page 65.




3. If the system returns multiple results, do one of the following:
   - Select the record you want to view or edit and then right click. On the menu that appears, click Edit.
   - Double click a record to open it.

   The client record displays the Client step.

4. (Optional) To view other information for the client, click a step in the Step Manager. For example, to view the client's contacts, click the Contacts step in the Step Manager.

5. (If applicable) To edit a client record, see "Entering Client Information" on page 70.



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# DELETING CLIENT RECORDS

You can delete records for clients who have not had trips. If a client has had trips, you make the client record inactive.

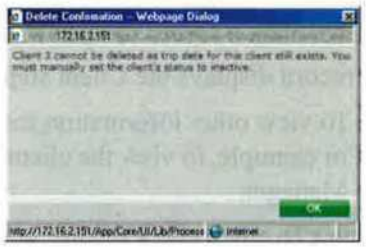
To delete a client record:

1. Go to **Client > Manage Clients**.

   The Manage Clients screen appears.
2. Search for the client. See "Searching for Clients" on page 65.
3. Select the record that you want to delete and then right click.

   If only one record matches your search term, it opens. Click the Select step to see the record in a grid. Then, select the record and right click.
4. On the menu that appears, click Delete.

   If the client has trips, a Delete Confirmation dialog box appears, prompting you to make the client inactive.




Click OK to close the dialog box.

You can make a client permanently inactive by adding an inactive status with no end date to the record. See "Entering Client Statuses" on page 85.



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# CHAPTER 5 BOOKING SUBSCRIPTIONS

## IN THIS CHAPTER

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Searching for Clients in Trip Booking **pg 96**
Entering a Subscription **pg 101**
Entering Trip Details **pg 107**
Finishing the Subscription **pg 112**
Creating a Date Rule **pg 113**
Activating Subscription Trips **pg 115**
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Deleting a Subscription **pg 121**
Booking a Multi-Leg Trip **pg 123**



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# About Booking Subscriptions

A subscription is a set of rules for creating repeat trip bookings. Subscription trips allow a client to travel from the same origin to the same destination, at the same times on the same days. For example, if a client requests to be picked up from home and dropped off at work by 9:00 every weekday, you can book a subscription for the client.

After creating a subscription, you can activate the daily trips in the subscription. For more information, see "Activating Subscription Trips" on page 115.

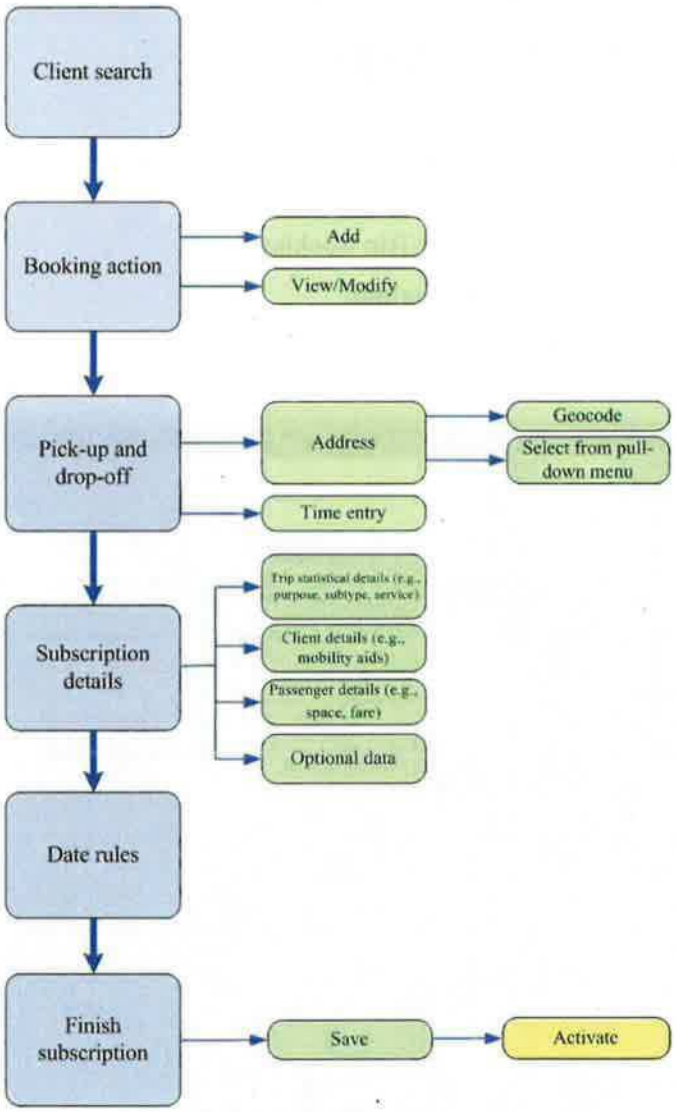
To book a trip that occurs once, book a casual trip. For information, see "Entering a Casual Trip" on page 128.

## Overview of Subscriptions

The following figure provides a summary of the subscription trip booking procedure and the options available at each step.



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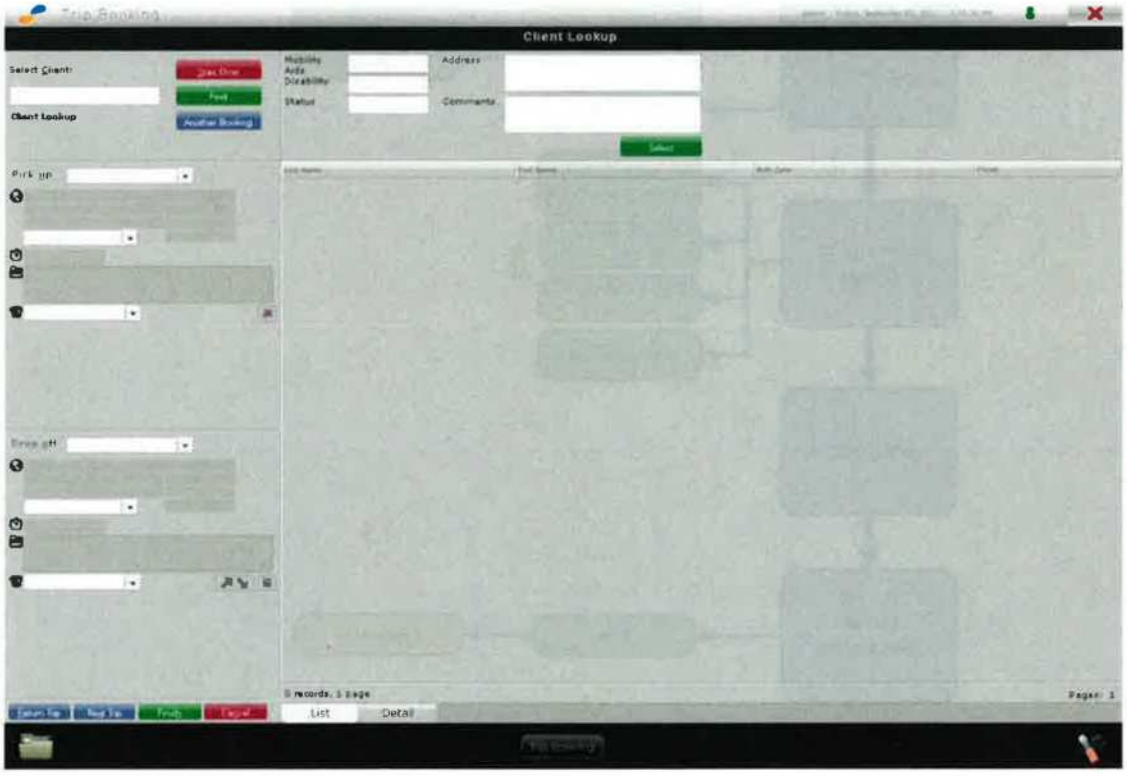
# SEARCHING FOR CLIENTS IN TRIP BOOKING

You can search for clients in order to book trips for them and to view their trip information.

To search for clients in Trip Booking:

1. Go to **Client > Trip Booking**.

   The Trip Booking screen appears.




2. In the Client Lookup frame, enter client search criteria, and then click Find.

   See "Searching for Clients" on page 65 for instructions on searching for clients.



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If you do not find the client that you want, search for the client again using different search terms.

If you find one client that matches your search criteria, the client record opens. When a client record opens, the client's name and age appear in the title bar and the client name and ID appear beneath the search field in the Select Client frame.

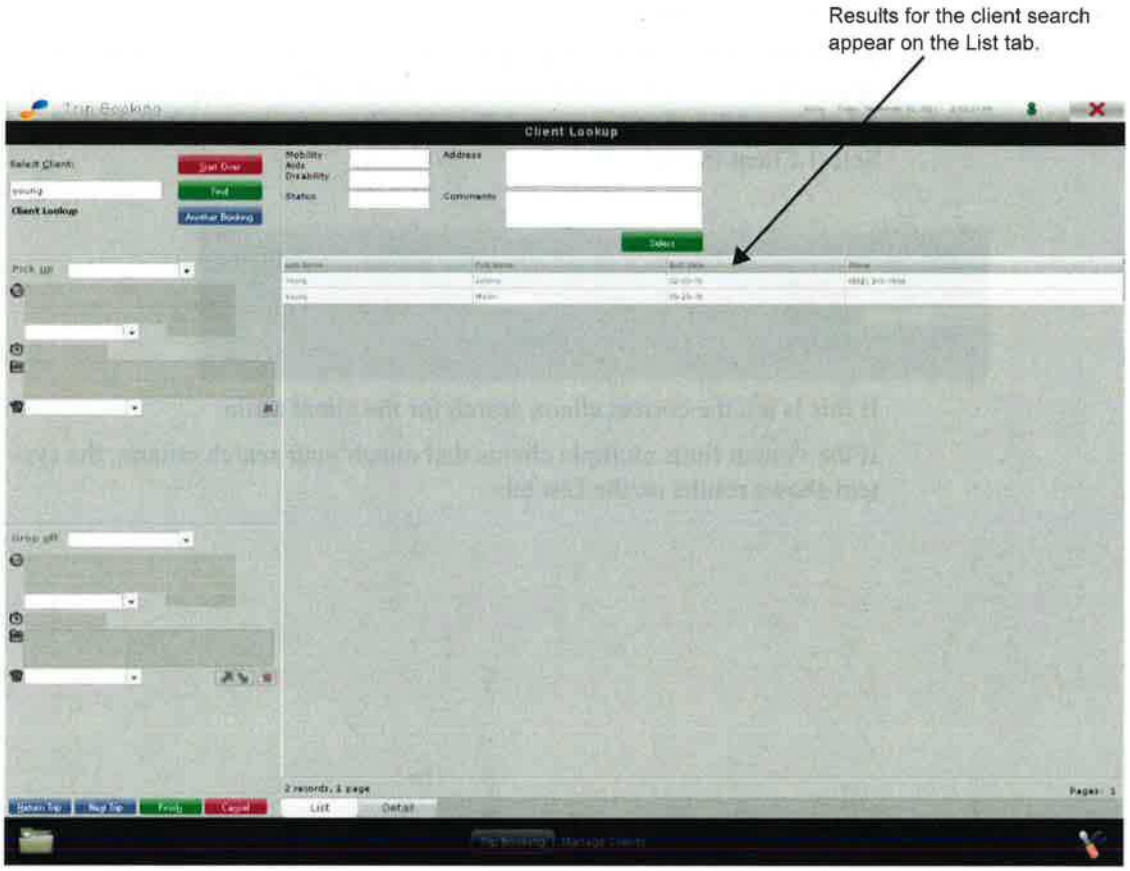



If this is not the correct client, search for the client again.

If the system finds multiple clients that match your search criteria, the system shows results on the List tab:



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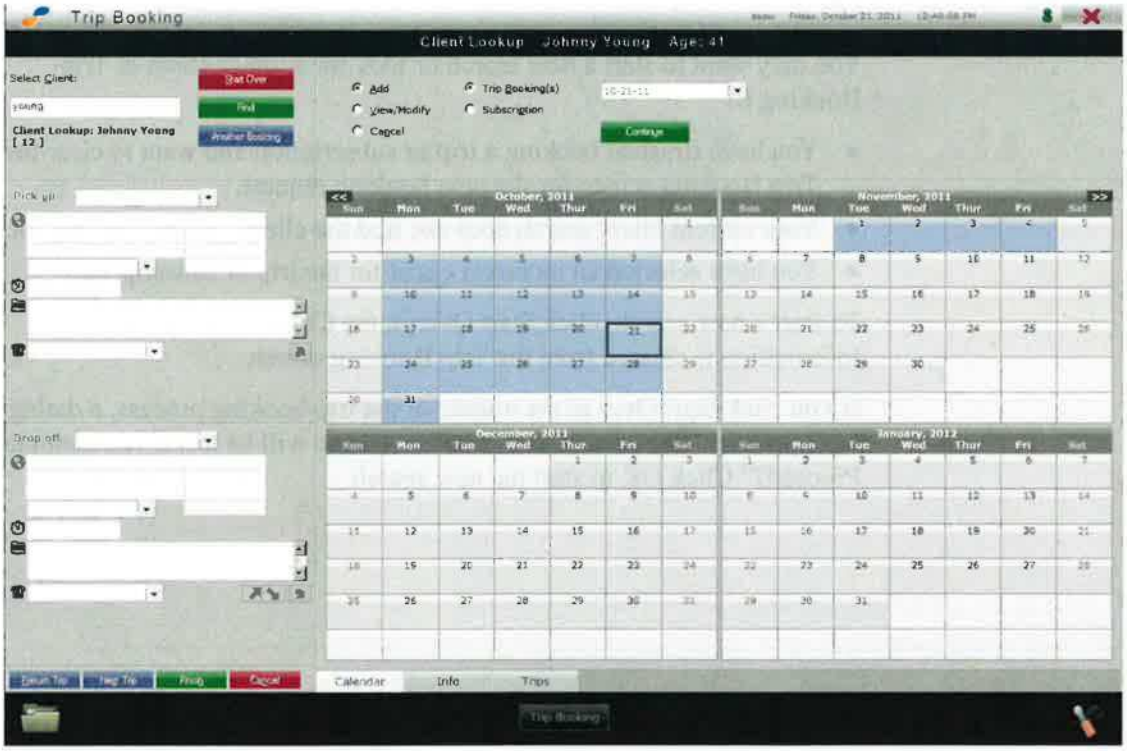



3. After client records are returned, you can do the following:
   - View more information about a client. Select the client record in the list. Information about the client appears in the top right frame.
   - View detailed information about a client. Select the client record and click the Detail tab.
4. To select a client for the trip, double click the client record on the List tab. Alternatively, highlight the client and click Select.

   Client information is loaded into Trip Booking and the Calendar tab appears.



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You can double click a highlighted day on the Calendar to view a summary of the client's trip information for the day.

The Info tab shows the same information that appears on the Details tab on the Client Lookup screen (map, personal, and contact information).

The Trips tab shows scheduled and unscheduled trips that the client has booked within a specified date range.




5. (Optional) To adjust the date range on the Trips tab, choose dates from the From Date and To Date pull-down menus, and then click Select.



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## Starting a New Search

You may want to start a new search or look for another client in Trip Booking if:

- You have finished booking a trip or subscription and want to clear the Trip Booking screen for the next booking request.
- Your current client search does not find the client you are looking for.
- You have selected an incorrect client for the trip or subscription.

To start a new search, click Start Over in the Client Lookup frame. Information is cleared from the Trip Booking screen.

If you click Start Over in the middle of the trip booking process, a dialog box appears: "The current data is not saved and will be lost if you continue. Proceed?" Click OK to start the new search.



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# ENTERING A SUBSCRIPTION

To enter a subscription:

1. Go to **Client** > **Trip Booking**.

   A Trip Booking screen appears.

2. Search for the client for whom you want to enter the subscription. See "Searching for Clients in Trip Booking" on page 96.

3. In the top right frame, select the Add and Subscription options.




4. Click Continue.

   The Bookings tab appears and shows the client's future trips, if any exist.

5. (Optional) To view past trips, adjust the date range. Choose dates from the From Date and To Date pull-down menus, and then click Select.




## Entering the Pick-up Address

***NOTE:*** *If a client has a registered address that is set as the default pick-up address, it is automatically selected in Trip Booking. See "Specifying Default Pick-up and Drop-off Addresses" on page 76 for more information.*

To enter the pick-up address, do one of the following:

- Select the pick-up address from the Pick up pull-down menu.

  This menu lists the client's registered addresses and recent addresses that the client used.



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The menu is empty if no client addresses are registered or the client has not booked trips before.

***NOTE:*** *To change address information, clear the Address Matcher fields by selecting the empty row at the top of the list.*

- Geocode the pick-up address.

  If the pick-up address is not available in the Pick up pull-down menu, use the Address Matcher to geocode the pick-up. For more information, see "Geocoding Addresses" on page 56. The address appears in red if it is not geocoded.

  ***NOTE:*** *Addresses must be geocoded in order for trips to be saved or scheduled.*

  The Bookings tab has a list of unique address combinations. See "Viewing Trips and Unique Addresses on the Bookings Tab" on page 109.



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## Entering the Pick-up Time

Enter the pick-up time in the Requested Time field:



## Entering Additional Pick-up Information

Enter additional information for the pick-up using the following options:

- Comment - Enter comments in the Comment field:



  Enter a comment about the trip or pick-up site (e.g., special requests that are not covered in other fields or helpful information for the driver). Comments entered for addresses in client records and in common location records are populated here. Comments are printed on manifests but are not added to the client or common location records.

  For example, type "Please honk horn" if the client requests that the driver honk the vehicle's horn upon arrival.

- Contact - Select a contact from the Contact menu:



  From the pull-down menu, select the client's contact. These contacts are set up in the client's record. Your site might have set up contacts to automatically appear with a default contact and device type.

  If you want to view contact information without having it print on the manifest, view it on the Client tab or in the client record through Manage Clients.



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- "Show pickup on map" - Click to display the pick-up location on the map.



## Entering the Drop-off Address

***NOTE:*** *If a client has a registered address that is set as the default drop-off address, it is automatically selected in Trip Booking. See "Specifying Default Pick-up and Drop-off Addresses" on page 76 for more information.*

To enter the drop-off address, do one of the following:

- Select the drop-off address if it appears in the Drop off pull-down menu.

  This menu lists the client's registered addresses and recent addresses that the client used.

  The menu is empty if no client addresses are registered or the client has not booked trips before.

  ***NOTE:*** *To change address information, clear the Address Matcher fields by selecting the empty row at the top of the list.*

- Geocode the drop-off address.

  If the drop-off address is not available in the Drop off pull-down menu, use the Address Matcher to geocode the drop-off. For more information, see "Geocoding Addresses" on page 56. The address appears in red if it is not geocoded.

  ***NOTE:*** *Addresses must be geocoded in order for trips to be saved or scheduled.*

  The Bookings tab has a list of unique address combinations. See "Viewing Trips and Unique Addresses on the Bookings Tab" on page 109.



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## Entering the Drop-off Time

Enter the drop-off time in the Requested Late field:



When viewing a saved trip in Trip Booking, the appointment time appears in this field.

## Entering Additional Drop-off Information

Enter additional information for the drop-off using the following options:

- Comment - Enter comments in the Comment field:



  Enter a comment about the trip or drop-off site (e.g., special requests that are not covered in other fields or helpful information for the driver). Comments entered for addresses in client records and in common location records are populated here. Comments are printed on manifests but are not added to the client or common location records.

  For example, type "Use side entrance" if the driver can drop off clients only at the side entrance.

- Contact - Select a contact from the Contact menu:



  From the pull-down menu, select the client's contact. These contacts are set up in the client's record. Your site might have set up contacts to automatically appear with a default contact and device type.



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If you want to view contact information without having it print on the manifest, view it on the Client tab or in the client record through Manage Clients.

- "Show pickup and dropoff on map" - Click to display the pick-up and drop-off locations on the map.



- "Show dropoff on map" - Click to display the drop-off location on the map.





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# ENTERING TRIP DETAILS

After you search for a client and specify a trip booking function (e.g., add or view/modify a trip), the Trip Booking screen shows information on the Calendar, Bookings, Trip, and Funding tabs. You can view and enter trip details on these tabs.




By default, the Trip tab is active after you select a booking type and enter pick-up and drop-off information. View and enter trip details on the Trip tab as needed. Then, view and enter trip details on the other tabs.

## Viewing and Entering Trip Details on the Trip Tab

On the Trip tab in the Trip Booking screen, you can view and enter information about a trip.

The following table lists the fields that may appear on the Trip tab. The fields that are available depend on your site's configuration.

| Trip Tab Field | Description |
|---|---|
| Purpose | The reason for travel. For example, select Social if the client requires the trip to attend a social event. |
| Subtype | A classification for the trip. For example, select Demand Response for a casual trip. |
| Mobility Aids | The mobility aids that the client needs; multiple selections are allowed. The selections are populated from the client's record, but you can modify them as needed. For example, Cane and Oxygen are selected if the client travels with a cane and an oxygen tank. |
| N/A Vehicle Types | The vehicle types on which the client can not be scheduled. The selections are populated from the client's record, but you can modify them as needed. For example, if a client requires an ambulatory lift, select vehicle types that do not have ambulatory lifts. |



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| Trip Tab Field | Description |
|---|---|
| Service Type Id | The service type Id. This setting might affect Max OBT and scheduling solutions. |
| Comments | Any comments entered in the Comments field in the client record appear here. See "Finishing the Subscription" on page 112. These comments will not be printed on the manifest. |
| Passenger Type | The passenger type. For example, select CLI for a client and ESC for the client's escort.<br>To add another passenger, click Add:<br>  <br>For example, if a client must travel with a child, add a row for another passenger and select Child for the Passenger type. |
| Space Type | The type of space the passenger occupies. The selections are populated from the client's record, however you may modify them as needed. For example, select AM for an ambulatory passenger. |
| Passenger Count | The number of seats that the individual passenger requires, which can depend on a temporary or chronic condition. The number is populated from the client's record, but you may modify it as needed.<br>***Note:*** *Do not change the Passenger Count value to add more passengers. Use the Passenger Type field instead.* |
| Fare Type | The fare type that is applicable to the passenger and the current trip. The selections are populated from the client's record, but you may modify them as needed. For example, select Standard for a standard flat rate fare. Different fare types may be selected for each additional passenger. For information on how fares can be subsidized, see "Viewing Funding Details on the Funding Tab" on page 111. |
| (If applicable) Fare | The Fare button is only available when viewing the individual activated bookings for a subscription, and for viewing the total cost of casual trips.<br>***Note:*** *The total fare is always automatically calculated when you save a booking or when it is activated; click the Fare button if you want to view the total cost of trip before you save it. This is useful for sites that use funding programs.* |

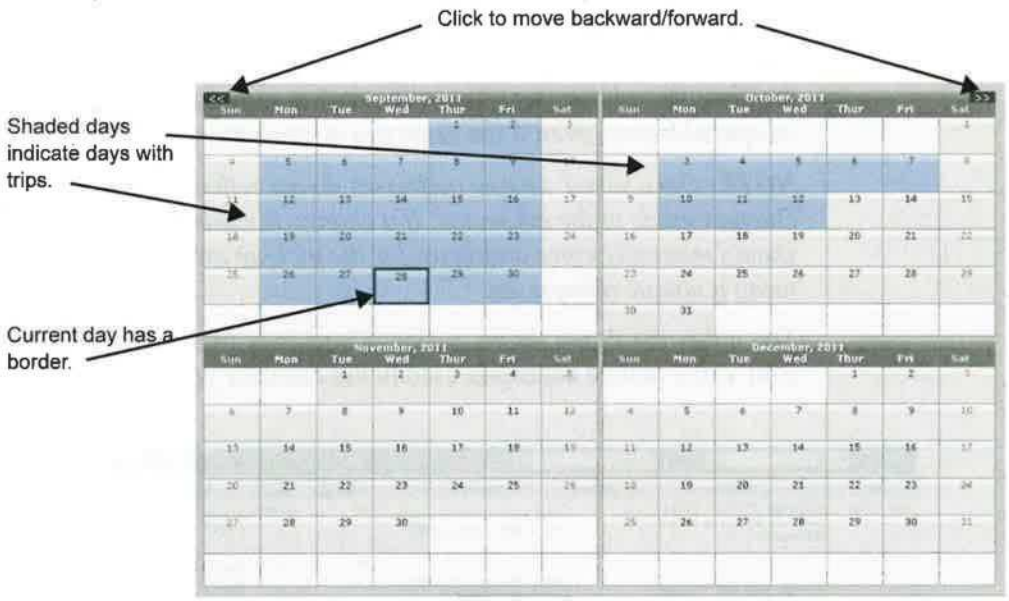


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# Viewing Trip Information on the Calendar Tab

The Calendar tab on the Trip Booking screen shows dates on a calendar. The current day is outlined with a black border, and shaded days indicate when the client has trips.

The following figure shows the days in September and October on which a client has trips:




To move backward and forward in the calendar, click the << and >> buttons at the top corners.

# Viewing Trips and Unique Addresses on the Bookings Tab

The Bookings tab in the Trip Booking screen allows you to view trip summaries within the selected date range and the unique addresses that were used. By default, the date range is either the service day on which you are currently working, or the site's booking window. Unique addresses can be used to populate the pick-up and drop-off addresses fields.



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To search for booking summaries, specify a date range using the From Date and To Date pull-down menus, and then click Select.

To view unique address combinations that the client has requested for pick-ups and drop-offs, specify a time period using the Unique Addresses For Period pull-down menu.

Unique address combinations are composed of both pick-up and drop-off addresses. Unique addresses take into account both the addresses used and whether they were used for pick-ups or drop-offs. For example, a trip from home to the market is distinct from a trip from the market to home.

To populate the pick-up and drop-off fields with unique addresses that the client has used, double click the appropriate unique address combination in the grid. The address set of home to market appears only once in the list of unique addresses even if the same trip is made more than once.

***NOTE:*** *Once saved, unique addresses do not reflect any subsequent changes made to the addresses. If a change is made to an address, you should manually enter addresses for the pick-up and drop-off instead of using a unique address set.*

The following figure shows a client's bookings from October 6, 2011, as well as the unique addresses used in the calendar year.



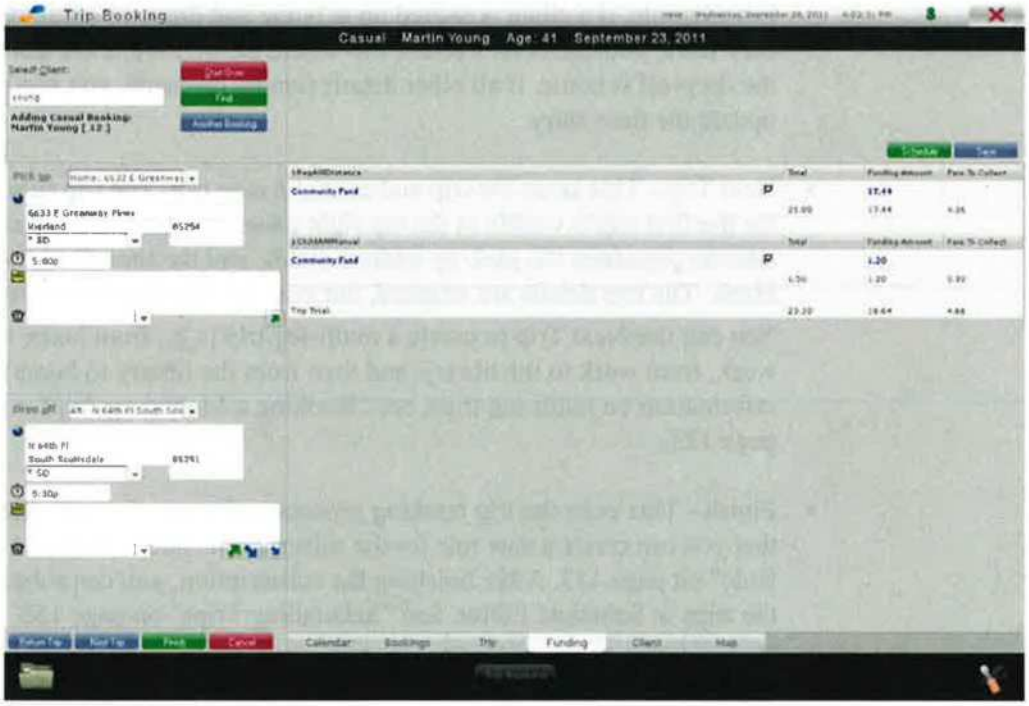



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# Viewing Funding Details on the Funding Tab

***IMPORTANT:*** *This tab is not visible if your site does not use funding sources.*

The Funding tab in the Trip Booking screen shows the total fare and funding amounts for the trip. The Funding tab breaks down the total cost into how much is subsidized by funding programs and how much the client and any additional passengers pay. It also shows their space types and fare types (as specified on the Trip tab).




Clicking the Funding tab displays a list of the funding programs that are available for the client and the amount of subsidization the programs provide.

To enable funding from a specific program for a trip, mark the check box for the appropriate funding program.



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# FINISHING THE SUBSCRIPTION

When you have entered all of the required trip details, you can book a return trip, enter a new trip, cancel the trip, or finish the current trip.

Click a button at the bottom of the left frame:

- Return Trip - This saves the trip. The trip summary for the first trip is visible in the top right pane, and the system creates another trip with the pick-up and drop-off information reversed and the time fields empty. The trip details are retained, but you can edit them if necessary.

  For example, if a client is picked up at home and dropped off at the grocery store, you can book a return trip where the pick-up is the store and the drop-off is home. If all other details remain the same, you need only update the time entry.

- Next Trip - This saves the trip and creates a new trip. The trip summary for the first trip is visible in the top right pane. The prior trip's drop-off address populates the pick-up address fields, and the time fields are blank. The trip details are retained, but you can edit them if necessary.

  You can use Next Trip to create a multi-leg trip (e.g., from home to work, from work to the library, and then from the library to home). For information on multi-leg trips, see "Booking a Multi-Leg Trip" on page 123.

- Finish - This exits the trip booking process and opens the calendar so that you can create a date rule for the subscription. See "Creating a Date Rule" on page 113. After finishing the subscription, you can schedule the trips in Schedule Editor. See "Scheduling Trips" on page 156.
- Cancel - This is not active for new trips; use it to reverse changes to a trip that you are modifying. See "Viewing and Modifying a Subscription" on page 118.






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# CREATING A DATE RULE

After you finish a subscription, the screen shows subscription trips and a calendar. You can create a date rule for the subscription in this screen. A date rule specifies the days of the week to which the subscription applies.

To create a date rule:

1. Enter a subscription. See "Entering a Subscription" on page 101.
2. In the From Date and To Date pull-down menus, specify the start and end dates for the subscription.

   To keep the date rule in effect indefinitely, leave the To Date pull-down menu blank.
3. In the list of weekdays, mark the check box for each day of the week on which the trip occurs.

To apply the changes, click Apply:



Days on which trips will be activated are shaded in the calendar. For example, the following figure shows a trip that recurs on Mondays and Wednesdays from October 5, 2011 to November 25, 2012.



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4. (If applicable) Do the following:
   - To undo current changes, click Revert:



   - To add days to the subscription, double click them in the calendar. The days become shaded, like other days in the subscription.
   - To remove days from the subscription, double click them in the calendar. The days become unshaded.
5. Click Accept.
6. Click Save.

   The system prompts you to activate trips based on the subscription and date rules. See "Activating Subscription Trips" on page 115.



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# ACTIVATING SUBSCRIPTION TRIPS

After you finish a subscription, you can activate the individual trip bookings for each day of the date rule.

To activate subscription trips:

1. Create and finish a subscription with date rules or view a client's saved subscription. For instructions, see "Entering a Subscription" on page 101 and "Viewing and Modifying a Subscription" on page 118.

   Once you click Save, the Trip Booking screen lists all trips that can be activated for the subscription within the booking window.

   By default, the Activate check box is marked for every trip for new subscriptions. In other words, a trip's current status is Inactive, and the system prompts you to Activate each trip once you click Apply.



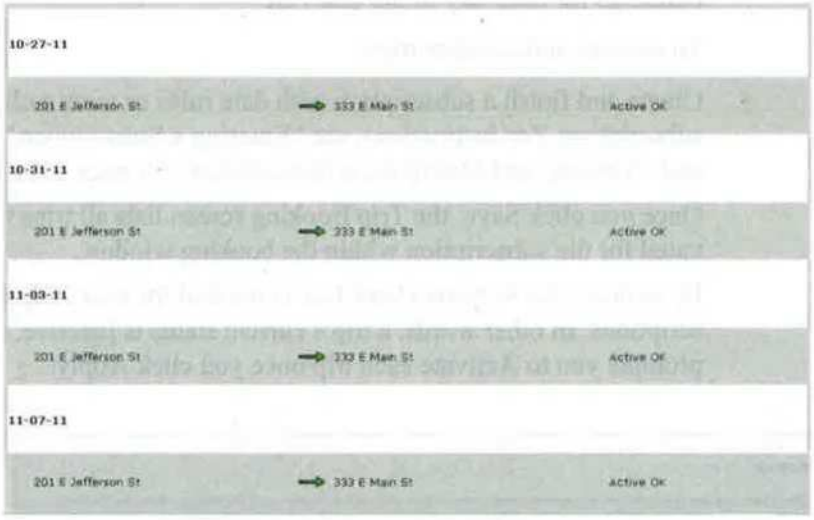

2. (If applicable) Clear the Activate check box for any trip that you do not want to activate.



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3. (If editing a subscription) Click Validate to view any updated bookings and to verify that the bookings are valid.
4. To activate the selected trips, click Apply.

   The status of each active subscription changes to "Active OK" and the red arrows change to green arrows.




## Activating Modified Trips

If you are modifying an existing subscription, other options may appear instead of Activate:

- The Update option appears if a trip was activated before the subscription was modified.
- The Unschedule option appears if an existing modified trip was scheduled and changes made to the subscription require that the trip be unscheduled as a result.

  These trips are unscheduled until you schedule them. See "Scheduling" on page 147.

- The Remove option appears if date rules have changed and no longer apply to a previously activated trip.



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# VIEWING AND MODIFYING A SUBSCRIPTION

After you enter a subscription, you can view and modify it.

Viewing and modifying a subscription is different from viewing and modifying the activated trips created by the subscription. Modifying a subscription makes changes to the subscription rules; modifying trips allows you to make changes to the individual, activated trips.

For example, if a client's weekly appointment has been moved to a different day but has the same times and addresses, you would update the date rules in the subscription. If one of the client's weekly appointments must be changed because of holiday hours at the destination site, you would make the change to the activated trip for that day.

For more information, see "Viewing a Trip" on page 134 and "Modifying a Trip" on page 135.

## Viewing a Subscription

To view a subscription:

1. Go to **Client > Trip Booking**.

   The Trip Booking screen appears.
2. Search for a client. See "Searching for Clients in Trip Booking" on page 96.
3. In the top right frame, select the View/Modify and Subscription options.




4. Click Continue.



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Existing subscriptions appear in the bottom frame.




You can search for other subscriptions using the From Date and To Date pull-down menus, and then click Select.

# Modifying a Subscription

To modify a subscription:

1. Search for the subscription you want to modify. See "Viewing and Modifying a Subscription" on page 118.
2. On the Bookings tab, click the row that contains the subscription you want to modify.

   The selected itinerary appears in the top right frame and trips to be activated or updated appear in the bottom right frame.
3. To change any subscription details, click Edit Trip beside the subscription you want to modify:



   The Pick Up and Drop Off panels appear on the left side of the screen and are populated with the addresses and times for the trip. The Trip tab appears at the bottom right of the screen.
4. Modify the subscription as required and click Finish.

   To cancel the changes you are making, click Cancel in the bottom left pane.

## *Updating Previously Activated Trips*

Depending on subscription changes, the system prompts you to update, unschedule, remove and/or activate trips. For more information, see "Updating Previously Activated Trips" on page 119.



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***IMPORTANT:*** *If the modification affects the schedule for a currently scheduled trip, the affected trip appears with an "Unschedule and Update" warning. Click Apply to unschedule and update the affected booking(s). To leave the trip in its current state and scheduled, clear the Unscheduled and Update check box.*



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# DELETING A SUBSCRIPTION

A subscription is a set of rules for creating repeat trip bookings; thus, you delete subscriptions rather than cancel them. When you delete a subscription, you are prompted to remove any currently activated trips. The activated trips can be treated individually like casual bookings and canceled on a daily basis.

If you want to cancel some of the bookings within the upcoming booking window, cancel the specific bookings individually. See "Canceling a Trip" on page 137.

To delete a subscription:

1. Find the subscription you want to delete. See "Viewing and Modifying a Subscription" on page 118.
2. In the top right frame, select the View/Modify and Subscription options.




3. Click Continue.

   The client's subscriptions appear in the bottom panel.
4. Select the subscription you want to delete.

   The subscription appears in the top panel.
5. For each subscription trip in the itinerary that you want to delete, click Delete:

   You are not prompted to confirm the deletion.
6. Once the trips are deleted, click Save.

   You are prompted to remove the activated trips.



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7. (If applicable) For each trip that you want to keep, clear the Remove check box. All marked trips will be removed.
8. Click Apply.



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# BOOKING A MULTI-LEG TRIP

Booking a multi-leg trip can be complex because of factors such as passengers, booking purpose, booking subtype, service type, and fares, which can vary for each leg of the trip. Multi-leg trips can be casual trips or subscriptions.

To book multi-leg trips in the Trip Booking screen, click the Next Trip button after booking each trip in the itinerary. This populates the drop-off address of the previous trip in the pick-up address field for the next trip, and retains Trip tab details from the previous trip.

For example, after you book a trip for a client to travel with an escort from home to a doctor's office, clicking Next Trip to book a second trip for the itinerary populates the doctor's office as the pick-up location, retains the trip information, and clears the time fields. You must then enter the times and the drop-off address. You can also edit other trip details (e.g., remove the escort from the second trip).

## Example 1: Multi-Leg Trip

The following table illustrates a multi-leg trip.

| Leg | Pick-up/Drop-off | Booking Purpose |
|---|---|---|
| 1 | Home/Mall | Shopping |
| 2 | Mall/Restaurant | Personal |
| 3 | Restaurant/Home | Personal |

This itinerary for shows three trips. The addresses are unique in each of the trips. The booking purpose might change for each trip, but the other factors are constant.



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# Example 2: Multi-Leg Trip

The following table shows a more complex multi-leg trip.

| Leg | Pick-up/Drop-off | Passengers | Booking Purpose | Fare Type |
|---|---|---|---|---|
| 1 | Home/Day care | Client and child | Personal | Standard for client; free for child |
| 2 | Day care/Work | Client | Work | Standard |
| 3 | Work/Day care | Client | Personal | Standard |
| 4 | Day care/Mall | Client and child | Shopping | Standard for client; free for child |
| 5 | Mall/Home | Client and child | Personal | Standard for client; free for child |

This trip has five legs; addresses, passengers, booking purpose, and fare type are different amongst all trips.

***NOTE:*** *Your site may require a time interval (e.g., 30 minutes) between the pick-up times for each trip.*

To book the trip in this example, you must do the following:

- For leg 1, add the day care address for the drop-off, enter the trip times, add the Trip Purpose, add the child to the Passengers list, and update the Fare Type. Click Next Trip.
- For leg 2, add the work address for the drop-off, enter the trip times, change the Trip Purpose, add the work address, and remove the child from the Passengers list. Click Next Trip.
- For leg 3, add the day care address for the drop-off, enter the trip times, and change the Trip Purpose. Click Next Trip.
- For leg 4, add the mall address as the drop-off, enter the trip times, change the Trip Purpose, add the child to the Passengers list, and select the appropriate Fare Type for the child. Click Next Trip.
- For leg 5, add the home address for the drop-off, enter the trip times, and change the Trip Purpose.



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# CHAPTER 6 BOOKING CASUAL TRIPS

## IN THIS CHAPTER

About Booking Casual Trips **pg 126**
Entering a Casual Trip **pg 128**
Entering Casual Trip Details **pg 131**
Finishing the Trip **pg 132**
Viewing a Trip **pg 134**
Modifying a Trip **pg 135**
Canceling a Trip **pg 137**



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# About Booking Casual Trips

A casual (or demand response) booking is for a trip that occurs once. For example, if a client requests to be picked up from home and dropped off at a friend's house on March 26, you would book a casual trip for the client. Because the trip does not recur, additional trips for the client must be entered separately.

You can book casual trips using the Trip Booking screen. You can also view, modify, and cancel trips on this screen.

To book recurring trips, you can create a subscription. For instructions, see "Entering a Subscription" on page 101.

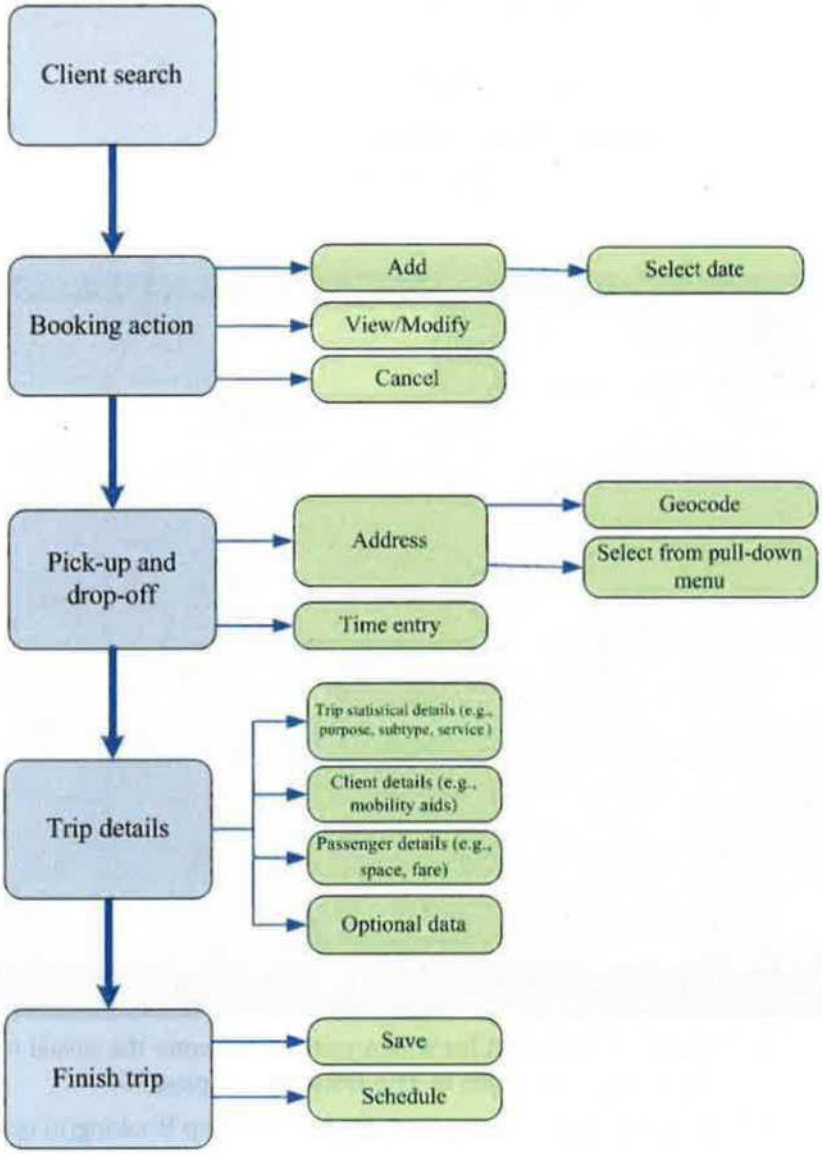
The procedures for booking casual trips is similar to those for booking subscriptions.

## Casual Trip Booking Overview

The following figure provides a summary of the trip booking procedure and the general options available at each step.



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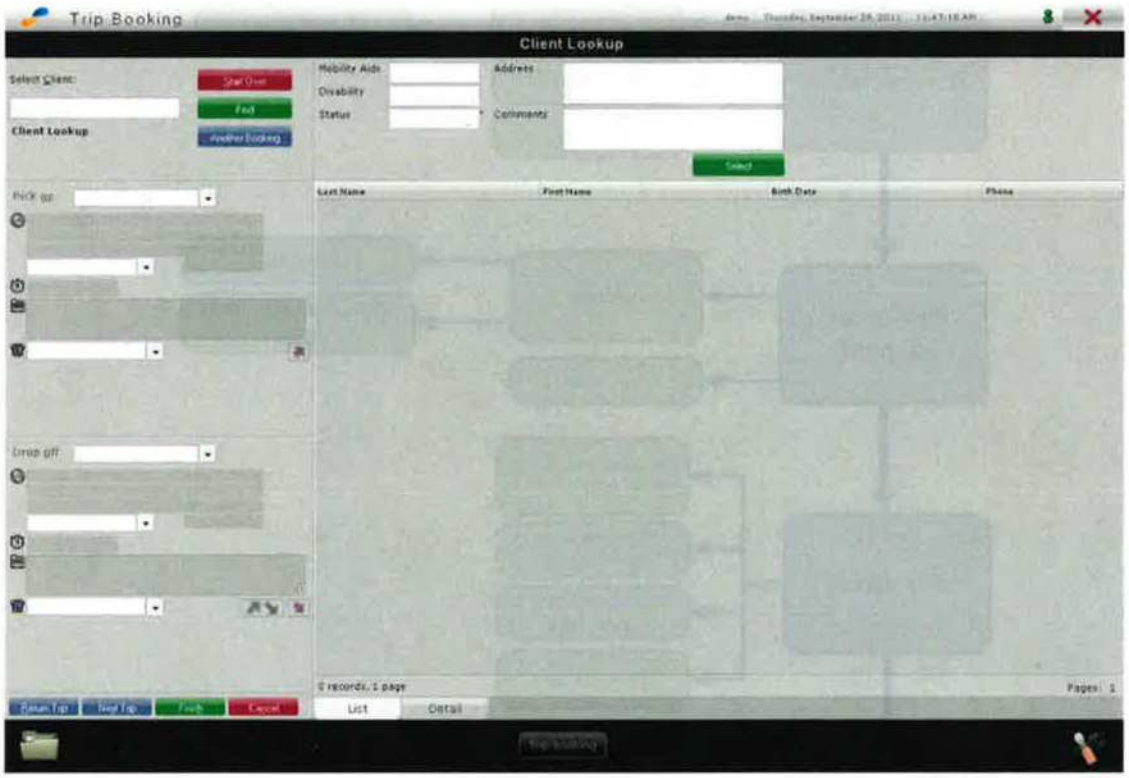



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# ENTERING A CASUAL TRIP

To enter a casual trip booking:

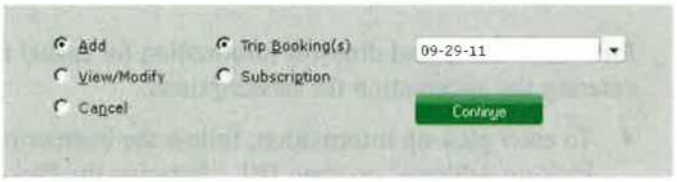
1. Go to **Client** > **Trip Booking**.
   A Trip Booking screen appears.




2. Search for the client for whom you want to enter the casual trip. See "Searching for Clients in Trip Booking" on page 96.
3. In the top right frame, select the Add and Trip Booking(s) options.

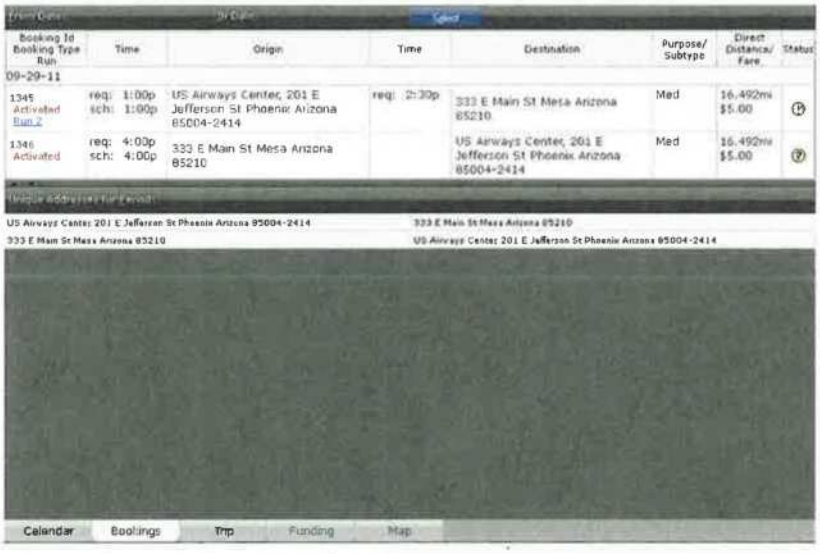


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4. Specify the requested date. You can choose a date from the pull-down menu, click it in the calendar in the bottom frame, or type it in the field in MM/DD/YYYY format.
5. Click Continue.

   The Bookings tab shows any existing trips for the client as well as unique addresses that the client used.






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# Entering Pick-up and Drop-off Information

Entering pick-up and drop-off information for casual trips is the same as entering the information for subscriptions.

- To enter pick-up information, follow the instructions in "Entering the Pick-up Address" on page 101, "Entering the Pick-up Time" on page 103, and "Entering Additional Pick-up Information" on page 103.
- To enter drop-off information, follow the instructions in "Entering the Drop-off Address" on page 104, "Entering the Drop-off Time" on page 105, and "Entering Additional Drop-off Information" on page 105.



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# ENTERING CASUAL TRIP DETAILS

After you search for a client and choose a trip booking option (e.g., add, view, or modify a trip), the bottom of the Trip Booking screen shows tabs where you can view trip information.

For instructions, see "Entering Trip Details" on page 107.



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# FINISHING THE TRIP

When you have entered all of the required trip details, you can book a return trip, enter a new trip, cancel the trip, or finish the current trip.

Click a button at the bottom of the left frame:

- Return Trip - This saves the trip. The trip summary for the first trip is visible in the top right pane, and the system creates another trip with the pick-up and drop-off information reversed and the time fields empty. The trip details are retained, but you can edit them if necessary.

  For example, if a client is picked up at home and dropped off at the grocery store, you can book a return trip where the pick-up is the store and the drop-off is home. If all other details remain the same, you need only update the time entry.

- Next Trip - This saves the trip and allows you to enter a new trip. The trip summary for the first trip is visible in the top right pane. The prior trip's drop-off address populates the pick-up address fields, and the time fields are blank. The trip details are retained, but you can edit them if necessary.

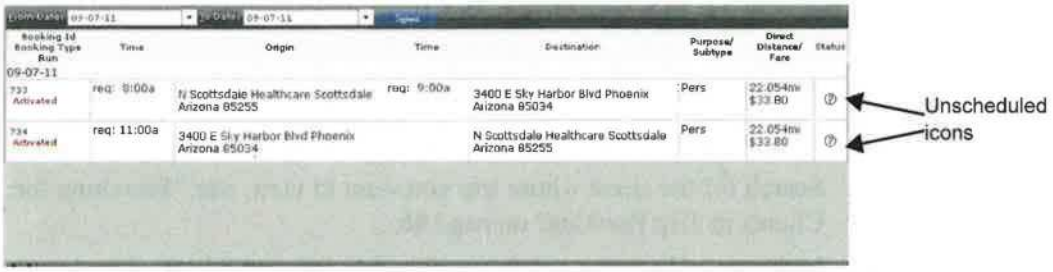
  You can use Next Trip to create a multi-leg trip (e.g., from home to work, from work to the library, and then from the library to home). For information, see "Booking a Multi-Leg Trip" on page 123.

- Cancel - (Not available for new trips) - Reverse changes to a trip that you are modifying. See "Modifying a Trip" on page 135.
- Finish - This saves the trip and exits the trip entry process. The trip summary appears in the top right frame, where you can:
  - Click Save. After saving the trip, you can schedule it in Schedule Editor. See "Scheduling Trips" on page 156.

  ***NOTE:*** *Until you schedule the trip, it appears in the itinerary with a question mark icon.*



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- Edit the trip by clicking the Edit Trip icon at the end of the row where the trip is displayed:



- (If you have not saved the trip) Delete the trip by clicking the Delete Trip icon at the end of the row where the trip is displayed:



***NOTE:*** *This is only available for a booking you just entered; when modifying previously saved casual bookings, a Cancel bookings icon is available instead.*



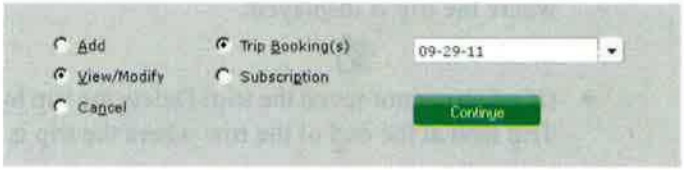



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# VIEWING A TRIP

To view a trip:

1. Go to **Client > Trip Booking**. A Trip Booking screen appears.
2. Search for the client whose trip you want to view. See "Searching for Clients in Trip Booking" on page 96.
3. In the top right frame, select the View/Modify and Trip Booking(s) options.




4. Click Continue. The client's trips appear in the bottom panel.



You can search for other trips using the From Date and To Date pull-down menus, and then clicking Select.






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# MODIFYING A TRIP

To modify a trip:

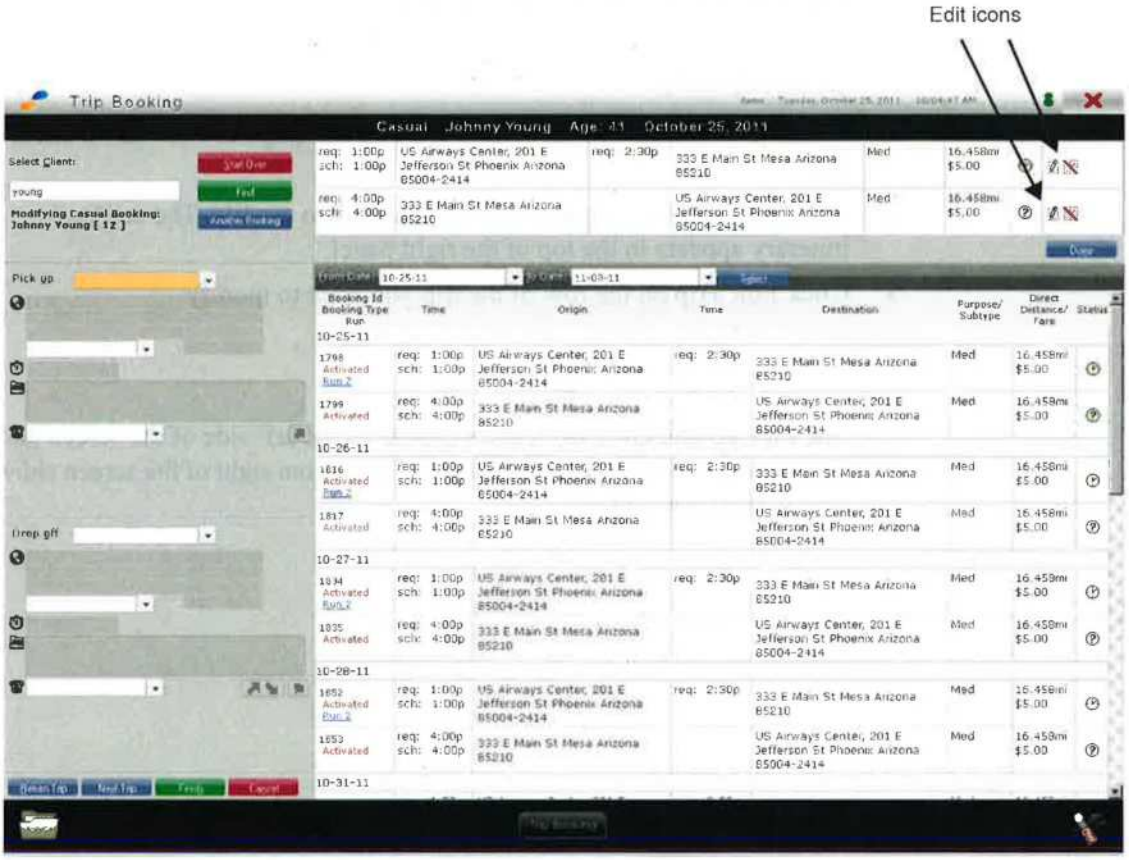
1. Follow the instructions in "Viewing a Trip" on page 134 to view a client's trips.
2. Click the row that contains the trip you want to modify. The selected itinerary appears in the top of the right panel.
3. Click Edit Trip on the row of the trip you want to modify:



The Pick up and Drop off frames appear on the left side of the screen and show addresses and times for the trip. The bottom right of the screen shows details from the Trip tab.



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4. Modify the trip.
5. Click Finish to save the changes.
6. (If applicable) To cancel the changes you are making to the trip, click Cancel.

   ***IMPORTANT:*** *Depending on system setup, you may be prompted to make changes and unschedule the trip, make changes and schedule the trip, or cancel the change.*



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# CANCELING A TRIP

You can cancel scheduled and unscheduled trips in Trip Booking.

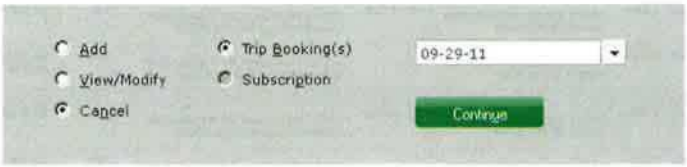
To cancel a trip:

1. Go to **Client > Trip Booking**.

   A Trip Booking screen appears.

2. Search for a client. See "Searching for Clients in Trip Booking" on page 96.

3. In the top right frame, select the Cancel and Trip Booking options.




4. Click Continue.

   A pull-down menu with cancellation codes appears in the top panel and the client's trips appear in the bottom panel.



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If the trip you want to cancel is not visible on this screen, verify that you have the correct dates selected in the From Date and To Date fields.

5. (If applicable) In the bottom panel, specify a date range using the From Date and To Date pull-down menus to search for the trips to cancel.




6. Select the trip(s) you want to cancel.

   To select multiple trips, press and hold the CTRL key while selecting the trips. To select adjoining rows, press and hold the SHIFT key while selecting the first and last row.

7. From the cancellation codes pull-down list, select the appropriate code, and then click Cancel.

   For more information, see "Cancellation Codes" on page 183.



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A Canceled icon (a clock with a red line through it) appears beside the trip in the bottom panel:



If you move the mouse pointer over the Cancelled icon, the cancellation code appears in a tooltip. For example, if you canceled the trip because of a site closure, the box reads "Cancelled - Site Closure".

8. To cancel a trip with a different cancellation code, select the appropriate code, select the trip, and then cancel the trip.
9. (Optional) To undo a cancellation, select the canceled trip(s) and click Un-Cancel.

   ***NOTE:*** *Undoing a cancellation unschedules the trip.*



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# CHAPTER 7 ASSIGNING RUNS

## IN THIS CHAPTER

Using the Run Assignment Screen **pg 142**
Viewing Run Assignments **pg 143**
Assigning Runs **pg 145**



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# USING THE RUN ASSIGNMENT SCREEN

You can assign vehicles and employees to runs, e.g., on the day of or prior to the service. Go to **Dispatch > Run Assignment**.

## Refreshing the Run Assignment Screen

While working in the Run Assignment screen, you can use the Refresh icon to refresh the view:



Refreshing the screen helps ensure that your view reflects any changes that other users make to the selected day's runs, vehicles, and employees.

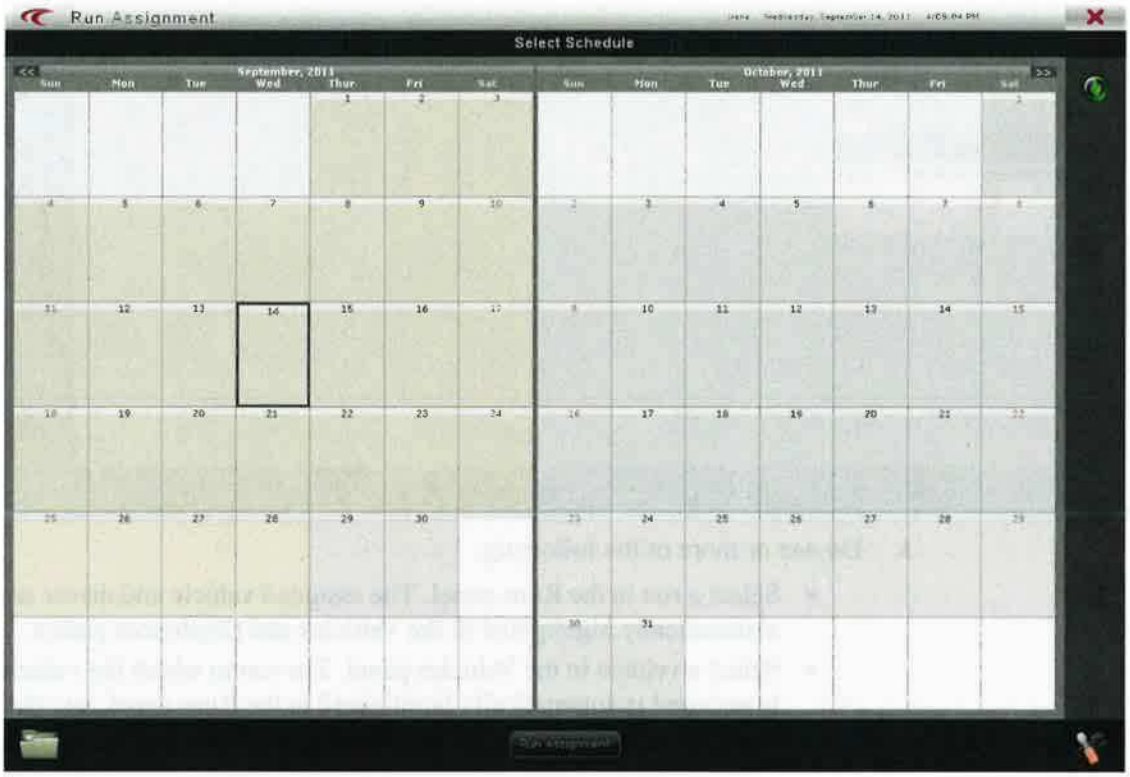


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# VIEWING RUN ASSIGNMENTS

To view run assignments:

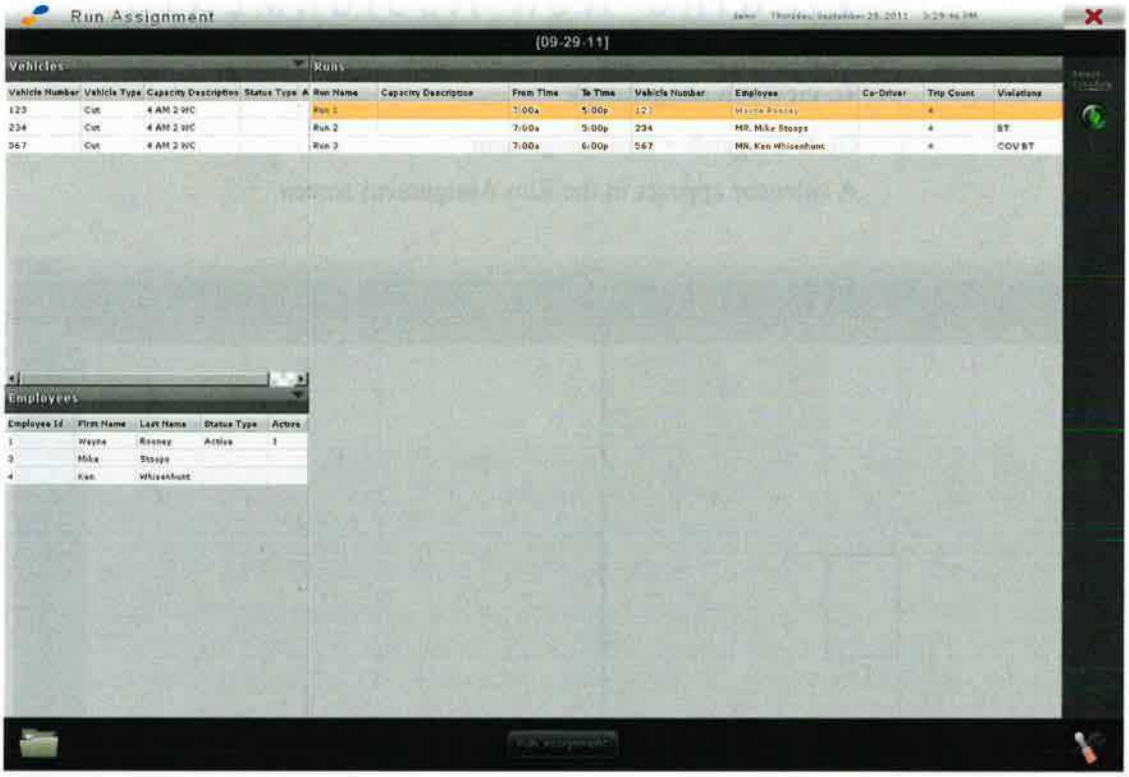
1. Go to **Dispatch > Run Assignment**.
   A calendar appears in the Run Assignment screen.




2. Double click the date for which you want to assign an employee or vehicle to a run. The Run Assignment screen opens, with Vehicles and Employees panels on the left, and a Runs panel on the right:



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3. Do one or more of the following:
    - Select a run in the Runs panel. The assigned vehicle and driver are automatically highlighted in the Vehicles and Employees panels.
    - Select a vehicle in the Vehicles panel. The run to which the vehicle is assigned is automatically highlighted in the Runs panel, and the assigned driver is automatically highlighted in the Employees panel.
    - Select a driver in the Employees panel. The run to which the driver is assigned is automatically highlighted in the Runs panel, and the vehicle assigned to the run is automatically highlighted in the Vehicles panel.

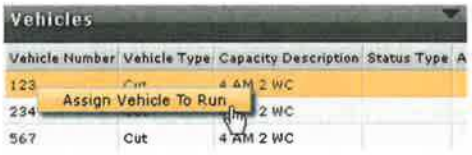


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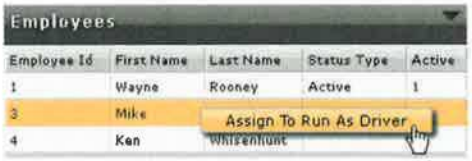
# ASSIGNING RUNS

To assign a run:

1. Open a day in the Run Assignment screen. Perform step 1 and step 2 in "Viewing Run Assignments" on page 143.
2. In the Runs panel, select the run you want to which you want to assign a vehicle or driver.
3. Do the following as needed:
   - Assign a vehicle to the selected run. Select the vehicle in the Vehicles panel and right click. On the menu that appears, select Assign Vehicle to Run. The vehicle is assigned to the run if it does not cause conflicts.



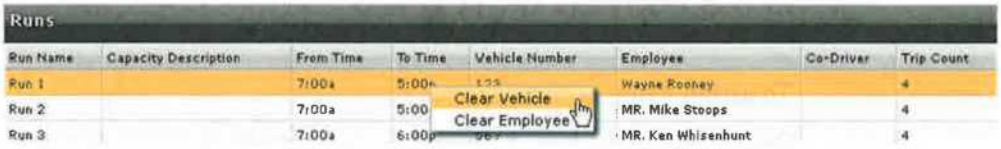

   - Assign a driver to the selected run. Select the driver in the Employees panel and right click. On the menu that appears, select Assign to Run as Driver. The driver is assigned to the run if it cause conflicts.



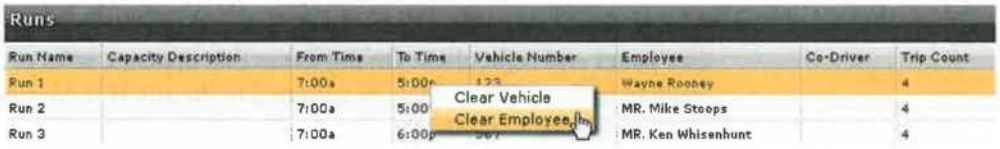

   - Remove the assigned vehicle from the selected run without assigning another one. Right click on the run. On the menu that appears, select the Clear Vehicle button.



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- Remove the assigned employee from the selected run without assigning another one. Right click on the run. On the menu that appears, select the Clear Employee button.




If you try to assign drivers or vehicles to runs with overlapping service times, a message warns you of the conflict.

4. (If applicable) Repeat step 2 and step 3 for other runs that you want to assign.
5. (If applicable) To select another day for run assignment, click the Select Schedule link. Then, repeat step 2 through step 4.



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# CHAPTER 8 SCHEDULING

## IN THIS CHAPTER

About Scheduling **pg 148**
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Scheduling Trips **pg 156**
Viewing Client Itineraries **pg 157**
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Viewing an Event on the Map **pg 164**
Marking Events for Dispatching **pg 165**
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Interpreting and Troubleshooting Violations **pg 185**
Using Templates **pg 187**



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# About Scheduling

After you receive booking requests and book trips in Simpli Transport, you can schedule the trips on runs. As service days approach, you can use the Schedule Editor to make changes and review schedules.

Scheduling events for a day usually involves the following steps:

- Manually scheduling trips to runs. See "Scheduling Trips".
- Moving trips within runs and unscheduling or canceling trips to adjust the schedule for contingencies (e.g., driver shortages and site closures)



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# WORKING WITH SCHEDULES

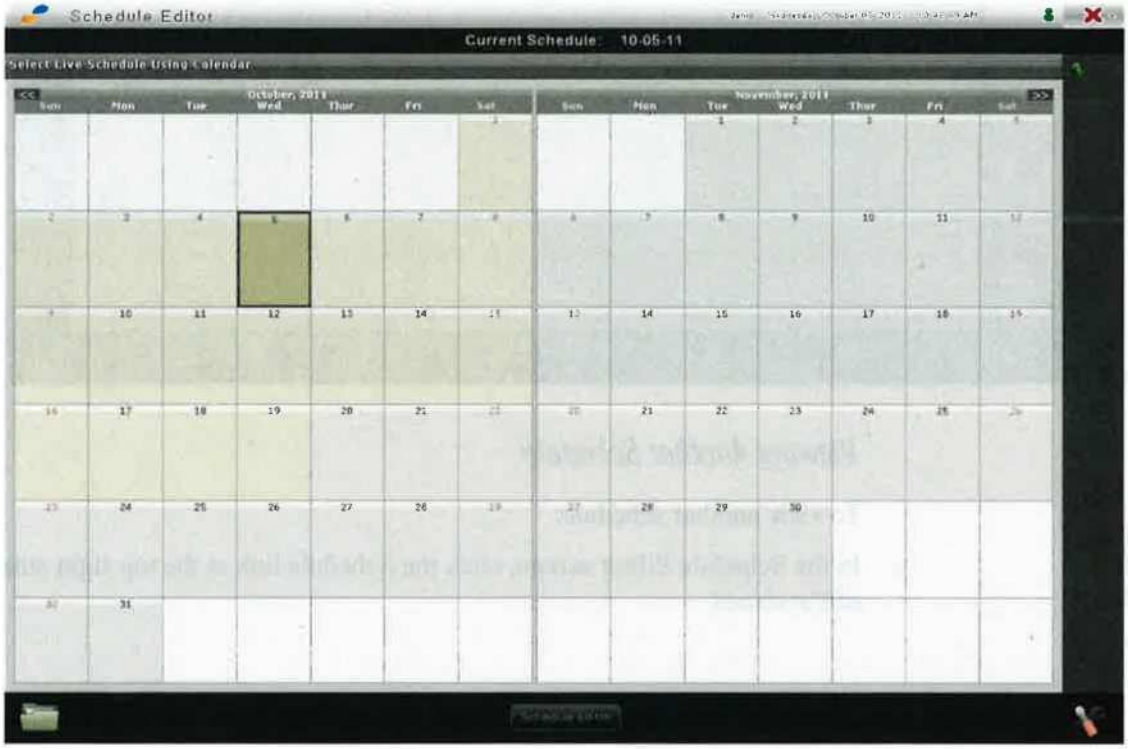
You can view a day's schedule information in the Schedule Editor screen. Schedule information includes runs, unscheduled trips, will-call trips, client itineraries, run events, and more. You can modify schedules in the Schedule Editor, for example, by rescheduling trips and employee breaks, and canceling trips.

## Viewing a Schedule

To view a schedule:

1. Go to **Scheduling > Schedule Editor**.

   The "Select Live Schedule Using the Calendar" screen appears. The current date has a black border.

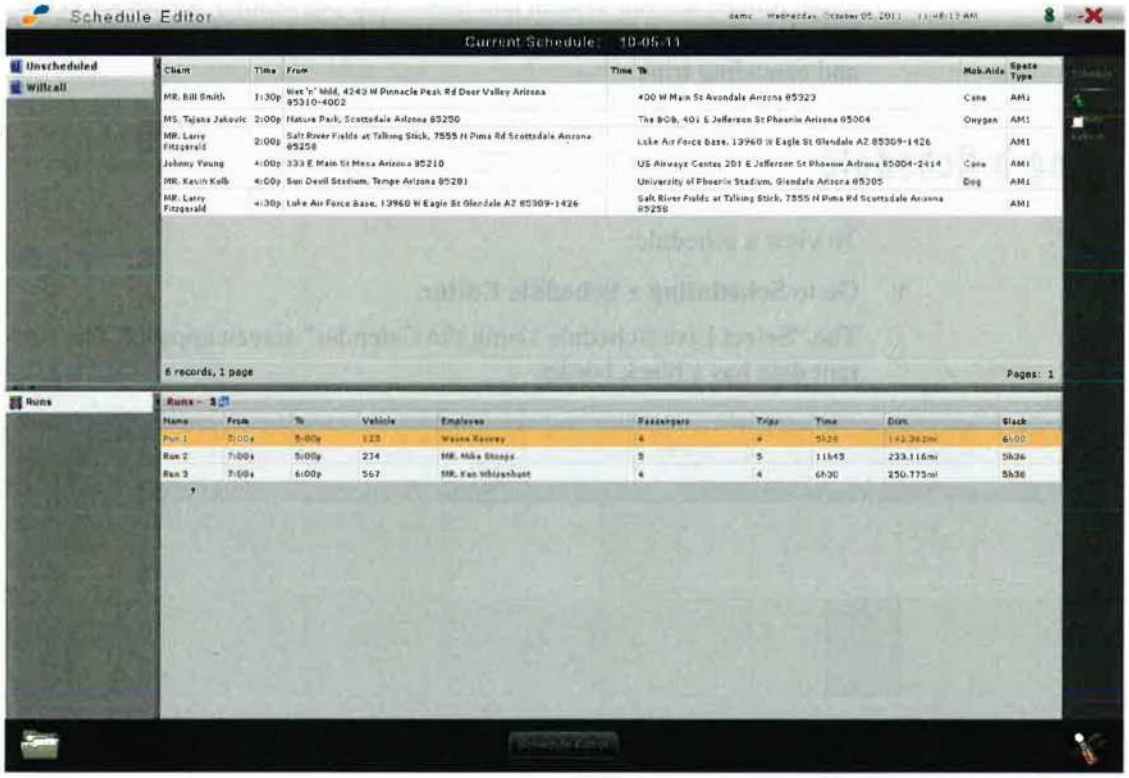





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2. Double click the date on the calendar for which you want to view the schedule.

   The Schedule Editor opens, showing unscheduled trips, will-call trips, and the day's runs.




## *Viewing Another Schedule*

To view another schedule:

1. In the Schedule Editor screen, click the Schedule link at the top right side of the screen:



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The Select Live Schedule Using Calendar screen appears.

2. Double click another day on the calendar to view the schedule.

## Refreshing the Schedule Editor Screen

A Refresh icon and an Auto Refresh check box are located at the top right side in the Schedule Editor screen:



If the Auto Refresh check box is marked, the Schedule Editor screen refreshes automatically.

To refresh the screen manually, clear the Auto Refresh check box. Then, you can click Refresh whenever you want to refresh the screen:



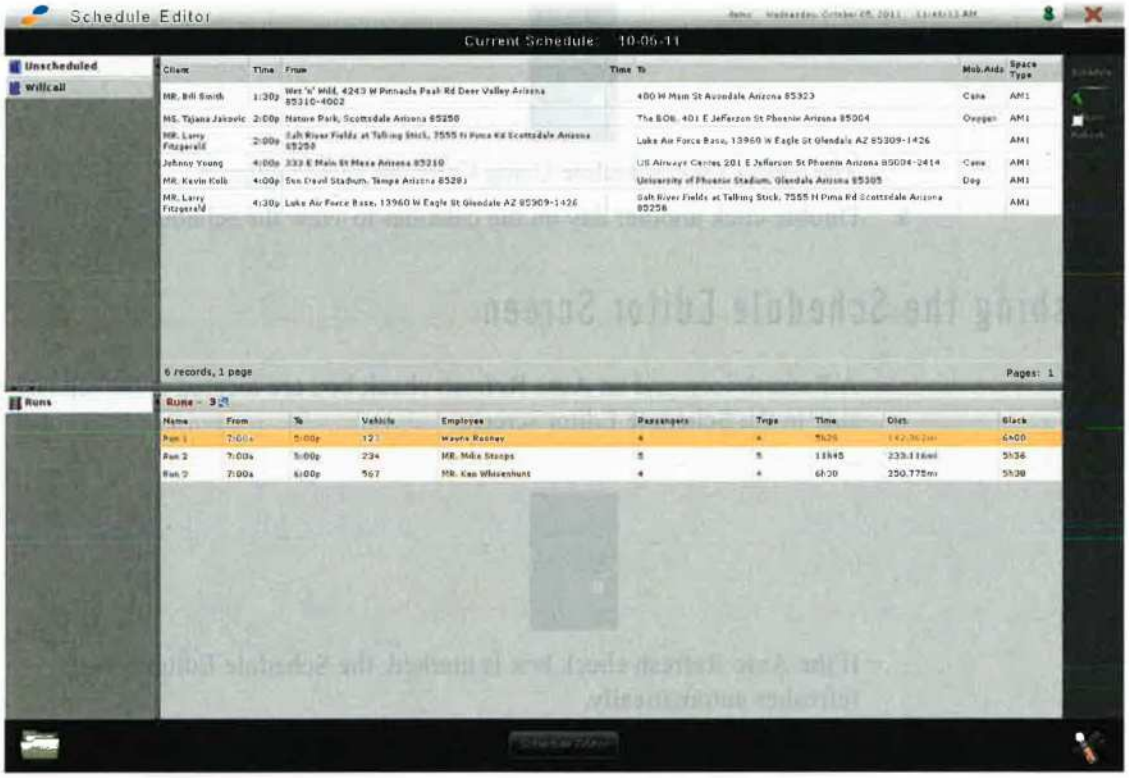
***NOTE:*** *If Auto Refresh is not enabled and multiple users work in the system at the same time, click Refresh often to ensure that you are seeing the most up-to-date data.*

## Opening Tabs in the Schedule Editor Screen

When you open the Schedule Editor screen, the Unscheduled and Willcall tabs appear in the top panel and the Runs tab appears in the bottom panel by default. You can open other tabs in the Schedule Editor to view more information.



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You can open the same tab in both panels on the left; for example, if you right click in the top panel and select Runs, the Runs tab opens in the top panel even if it is also open in the bottom panel.

To open a tab in the Schedule Editor screen:

1. Right click in the left panel.
2. On the menu that appears, click one of the following:
    - View Runs List - This opens the Runs tab, or makes the Runs tab active if it is already open. The Runs tab shows a list of the day's activated runs. To open individual runs in tabs, see "Viewing Run Information" on page 159.
    - View Unscheduled Trips - This opens the Unscheduled tab, which shows all trips that are booked with at least one requested time, but

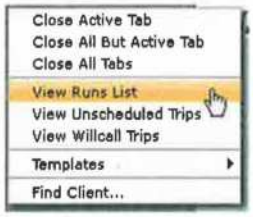


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are not scheduled. Each booking shows detailed information about the trips.

- View Willcall Trips - This opens the Willcall tab, which shows all will-call trips (i.e., trips for which clients will call when they are ready to be picked up). Will-call trips do not have times entered in any time field.

***NOTE:*** *Even if your site does not provide will-call trips, you may want to periodically check the Willcall tab in case any trips have been mistakenly entered without times.*




## Viewing Information in the Schedule Editor Screen

You can open multiple tabs in the Schedule Editor screen, but a maximum of two tabs can be active (i.e., visible) at a time; one tab can be active in the top panel and another tab can be active in the bottom panel.

The tabs that are open in the Schedule Editor are listed on the left side of the screen, and the active panel is highlighted. For example, in the following figure, the Willcall tab is selected in the top left panel, and unscheduled trips appear in the top right panel of the screen.



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Run 2 is active in the lower panel. On the left, the Run 2 tab is highlighted.

You can view different tabs and information in the upper and lower panels of the Schedule Editor. For example, you can view unscheduled trips in the top panel and runs in the lower panel.

You can also have multiple Schedule Editor screens open, which can be useful for viewing information for different days. The Schedule Editor screen must be pinned in order for multiple screens to be open. See "Keeping Editing Screens Open" on page 39.



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# Closing Tabs in the Schedule Editor Screen

To close tabs in the Schedule Editor:

1. Right click in the left panel.
2. On the menu that appears, click one of the following:
   - Close Active Tab - This option closes the active tab for the panel that you right clicked. For example, if the Runs and Willcall tabs are open in the left panel and the Willcall tab is active, clicking the Close Active option closes the Willcall tab. The Runs tab remains open.
   - Close All But Active Tab - This option closes all tabs that are open in the panel that you right clicked, except for the active tab.
   - Close All Tabs - This option closes all tabs in the current panel.






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# SCHEDULING TRIPS

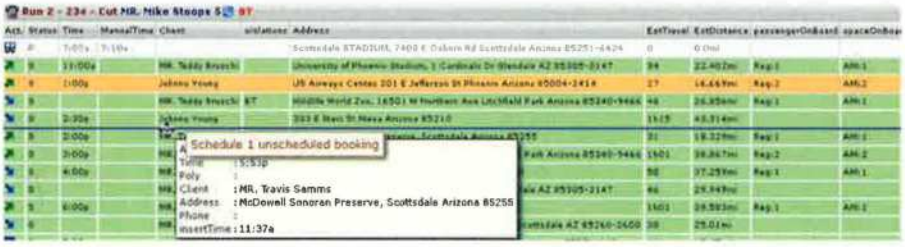
When you save trips in Trip Booking, they automatically appear in one of two tabs in the Schedule Editor screen:

- Will-call trips - (If your site provides will-call trips) The client does not supply a pick-up or drop-off time at the time of the booking and is expected to call back to give a pick-up time. Will-call trips do not have times in the Time fields in Schedule Editor.
- Unscheduled trips - All trips that are saved are unscheduled trips and appear on the Unscheduled tab in the Schedule Editor until they are scheduled.

  You might leave a trip unscheduled for a period of time if, for example, there are no available runs or times for the trip. While manually changing schedules, you may also unschedule trips in order to accommodate other trips.

To schedule a trip:

1. In the Schedule Editor, click and hold the mouse button on the trip that you want to move.
2. Start dragging the trip. The following should occur:
   - Your mouse pointer changes to a four-sided arrow
   - A tooltip appears, stating that a booking is being scheduled.
3. Drag the trip to the run. A blue line appears wherever it can be dropped.




4. Move the mouse to position the blue line where you want to move the trip. Then, release the mouse button.

   The trip is scheduled on the run.



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# VIEWING CLIENT ITINERARIES

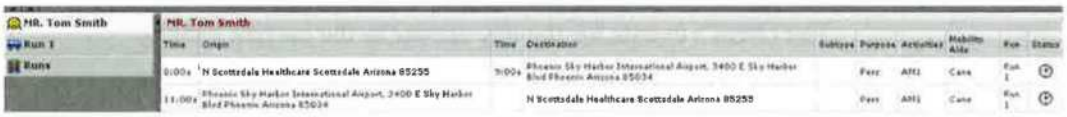
You can look for clients and view client itineraries in the Schedule Editor.

## Viewing the Itinerary from a Run

To view the itinerary for a client from a run:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. On the Runs tab, double click a run to open it.
3. In the run grid, select a trip and right click.
4. On the menu that appears, go to **Navigate** > **Client Itinerary**.

   The client's events for the day appear in the current panel.




## Viewing the Itinerary from a Client Search

You may have to edit or cancel a booking, e.g., if a client requests a same-day cancellation or change to a booking.

To view the itinerary from a client search:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. Right click in a left panel.
3. In the menu that appears, click Find Client...



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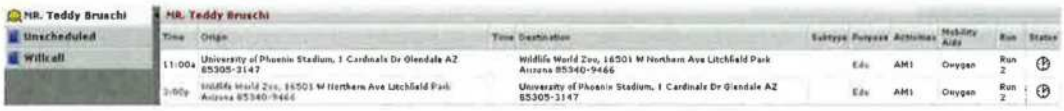



A Find Client Dialog box appears.




4. Search for the client. See "Searching for Clients" on page 65.

The client's events for the day appear in the current panel.




If the client has no events for the day, the tab appears with an empty grid.






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# VIEWING RUN INFORMATION

When opening runs from the Runs tab in the Schedule Editor, you can access detailed run information such as the itinerary and the run navigation map.

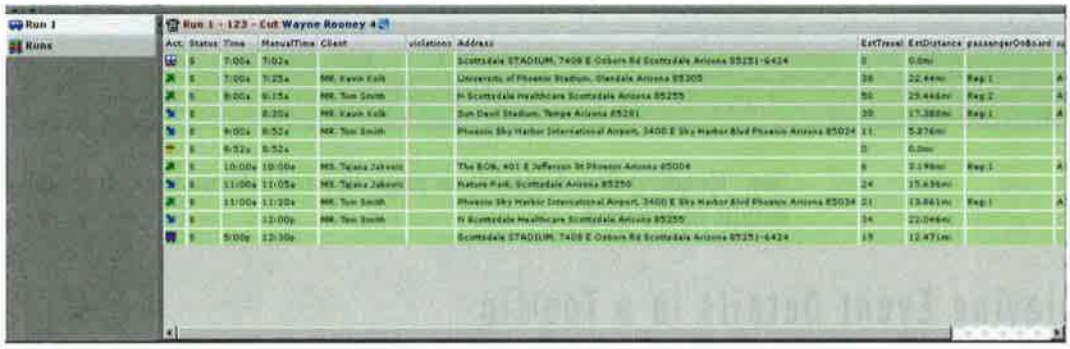
## Opening the Run Itinerary

To open a run itinerary:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. On the Runs tab, select the run and right click.
3. On the menu that appears, click View Run Itinerary.




Itinerary details for the run appear in a grid.




See "Reading Run Details" on page 161 for information on reading the details in the grid.

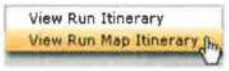


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# Opening the Run Navigation Map

To open a run navigation map:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. On the Runs tab, select the run and right click. On the menu that appears, click View Run Map Itinerary.




The selected run itinerary opens in the right panel with run events in a grid and event locations on the map.



See "Reading Run Details" on page 161 for information on reading the details in the grid.

# Displaying Event Details in a Tooltip

In the grid in both the run itinerary and run map itinerary views, you can hover your mouse pointer over a run event to show a tooltip. The tooltip shows details such as the polygon in which the event occurs, client phone number, and event time.

To display event details in a tooltip:



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1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. On the Runs tab, open a run itinerary. See "Opening the Run Itinerary" on page 159.
3. Hold your mouse pointer over an event.

   A tooltip appears.



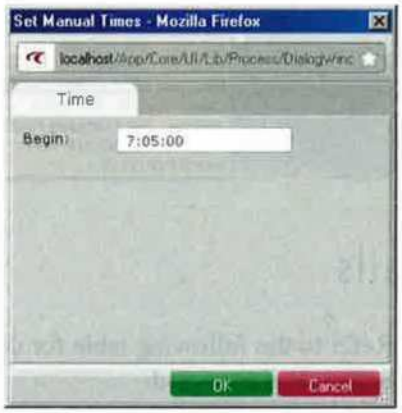

## Reading Run Details

Refer to the following table for descriptions of the run details in the Schedule Editor grid.

| Run Detail | Description |
|---|---|
| Act. | Type of activity (e.g., drop-off, denoted by an icon). |
| Status | Status of the event, such as S for Scheduled or A for Arrived. |
| Time | The time shown in this field depends on the event type:<br>• Pick-ups show requested times<br>• Drop-offs show requested late times<br>• Breaks, pull-ins, and pull-outs show scheduled times |



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| Run Detail | Description |
|---|---|
| Manual Time | If applicable, a manually entered event time that overrides the trip time. This field is optional.<br>***Note:*** *If you enter a manual time, the system automatically re-sequences trips as needed.*<br>To enter a manual time:<br>1. Double click the field. A Set Manual Times window opens.<br>  <br>2. In the Begin field, enter the time in format HH:MM:SS.<br>3. Click OK. The new time appears in the field. |
| Client | Name of the client. If no passengers are on board, this field is blank. |
| Violations | Violation(s) incurred on the event. See "Interpreting and Troubleshooting Violations" on page 185. |
| Address | Address for the event. |
| Est Travel | Estimated travel time from the previous event location to the current event location.<br>***Note:*** *This time is an estimate only and should not be taken as a precise measurement of the actual travel time between events.* |
| Est Distance | Estimated travel distance from the previous event location to the current event location. |



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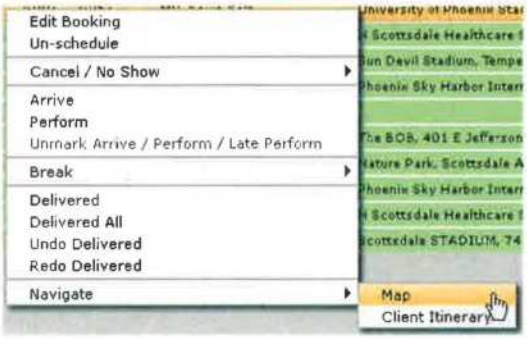
| Run Detail | Description |
|---|---|
| Passengers On Board | The total number and types of passengers who are on board the vehicle as a result of the event occurring (e.g., "Reg:1" for a drop-off means that one Regular passenger type remains on board the vehicle after the drop-off occurs). If no passengers are on board, this field is blank. |
| Space On Board | The total number and types of spaces occupied on the vehicle as a result of the event occurring (e.g., "AM:1" means that one client remains on board the vehicle after the drop-off occurs). If no passengers are on board, this field is blank. |



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# VIEWING AN EVENT ON THE MAP

Select a pick-up or drop-off, right click, and go to **Navigate** > **Map**. This opens a run navigation map tab (the same as right clicking a run and selecting Open Run Map). See "Viewing Run Information" on page 159.






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# MARKING EVENTS FOR DISPATCHING

***NOTE:*** *Your site may not have dispatching mode enabled in the Schedule Editor. To perform dispatching actions in the Schedule Editor , the 'Enable Dispatching Mode in Schedule Editor' option in the Configuration Wizard must be enabled. When dispatching mode is enabled, runs in the Schedule Editor also show an Incidents column, which you can monitor for any incidents that occur on the run. See "Using the Configuration Wizard" on page 32.*

You can mark events as Delivered, Arrived, and Performed in order to keep the run itinerary up to date. Although you can mark events to help identify the statuses of events in the itinerary, doing so is not required for dispatching purposes.

If you do choose to mark events for dispatching, mark them as delivered once they are communicated to the driver. If your site performs live dispatching, mark events as arrived and/or performed as drivers communicate that they have arrived and departed from each event.

Events should be marked in the order in which they occur:

- Delivered - Mark events once they are communicated to the driver. Delivery can be performed by phone/radio or paper manifest before the run starts. See "Delivering Events".
- Arrived - Mark events once the vehicle arrives at the location. See "Arriving Events".
- Performed - Mark events once the vehicle departs from the location. See "Performing Events".

In some cases, it might be necessary to mark multiple events simultaneously by pressing and holding the CTRL key and selecting the events. You can mark specific events, an entire run, or specific trips (pick-ups and corresponding drop-offs).



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# Delivering Events

To deliver events:

1. In the Schedule Editor, select one or more events and right click.
2. On the menu that appears, select an option to mark the event(s) as delivered:
   - Delivered - This marks a selected event as delivered. To select multiple events, select the rows while pressing and holding the CTRL key.
   - Generally, this function is required for sites that perform manual dispatching; it is used to show when event changes are delivered to drivers via phone/radio. This option is also available when manifests are printed to ensure that subsequent changes appear in the Schedule Editor and the Dispatch screens. For information, see "Generating Manifests" on page 206.
   - Delivered All - This marks the entire run as Delivered.

   ***NOTE:*** *Use with caution. If another user makes a change that affects the run you are working in and you select Deliver All, the new event might be marked as Delivered before it is dispatched to the driver.*
   - Redo Delivered - This reverses the last Undo Delivered action.




When you deliver events, the event rows turn white.

3. (If applicable) To reverse the last Delivered or Delivered All action, right click the events and select Undo Delivered.



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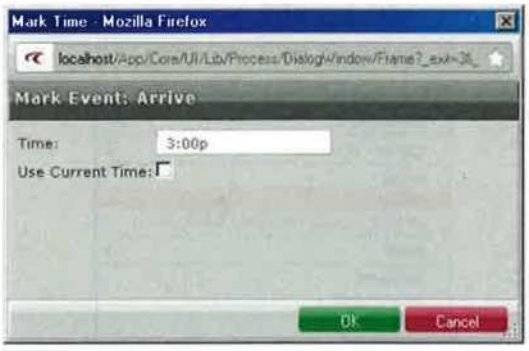
# Arriving Events

To arrive an event:

1. In the Schedule Editor, select one or more events and right click.
2. On the menu that appears, select Arrive.




A Mark Time dialog box appears.




3. To specify when the vehicle arrives at the pick-up/drop-off location, enter the time in the Time field.

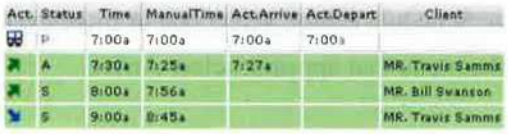
   To use your computer's current time, mark the Use Current Time check box.

   To use the time that is currently associated with the event, do not make any changes.
4. Click OK.



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An Arrived status is denoted by the letter "A" in the Status column. If you entered a time, it appears in the Actual Arrive column.



| Act. | Status | Time | ManualTime | Act.Arrive | Act.Depart | Client |
|---|---|---|---|---|---|---|
| | P | 7:00a | 7:00a | 7:00a | 7:00a | |
| | A | 7:30a | 7:25a | 7:27a | | MR. Travis Samms |
| | S | 8:00a | 7:56a | | | MR. Bill Swanson |
| | S | 9:00a | 8:45a | | | MR. Travis Samms |

***NOTE:*** *The Actual Arrive column is not shown by default. To enable it in the Schedule Editor screen, go to the Configuration Wizard, click Screen Layouts, and click Schedule Editor Fields. For information on the Configuration Wizard, see "Using the Configuration Wizard" on page 32.*

## Performing Events

To perform an event:

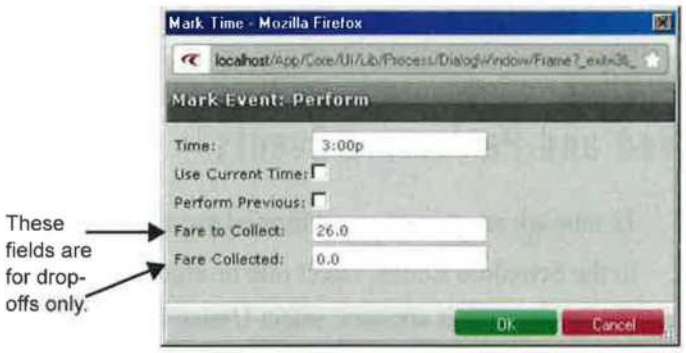
1. In the Schedule Editor, select one or more arrived events and right click.
2. On the menu that appears, select Perform.




A Mark Time dialog box appears. The Fare to Collect and Fare Collected fields are available only if the event is a pick-up. The Fare to Collect field shows the fare that the passenger must pay for the trip and is read-only. The Fare Collected field is where you enter the fare you collect from the passenger.



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3. To specify when the passenger boards or alights from the vehicle, enter the time in the Time field.

   To use your computer's current time, mark the Use Current Time check box.

   To use the time that is currently associated with the event, do not make any changes.

4. (If applicable) Mark the Perform Previous check box to perform any prior events that are not marked as performed.

   When you perform previous events, Simpli Transport uses estimated times for the events.

5. (If the event is a pick-up) In the Fare Collected field, enter the fare amount you collect from the passenger.

6. Click OK.

   A Performed status is denoted by the letter "P" in the Status column. If you entered a time, it appears in the Actual Depart column.

| Act. | Status | Time | ManualTime | Act.Arrive | Act.Depart |
|---|---|---|---|---|---|
| | P | 7:00a | 7:00a | 7:00a | 7:00a |
| | P | 7:30a | 7:25a | 7:27a | 7:27a |

***NOTE:*** *The Actual Depart column is not shown by default. To enable it in the Schedule Editor screen, go to the Configuration Wizard, click Screen Layouts, and click Schedule Editor Fields. For information on*



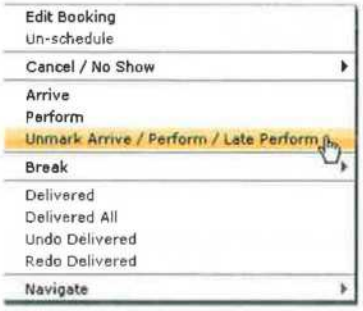
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*the Configuration Wizard, see "Using the Configuration Wizard" on page 32.*

## Unmarking Arrived and Performed Events

To unmark an arrived or performed event:

1. In the Schedule Editor, select one or more events and right click.
2. On the menu that appears, select Unmark Arrive/Perform/Late Perform.




The status column shows the letter "S" for the event(s).



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# Identifying Event Status Colors

Knowing the statuses of events can help you dispatch trips more efficiently. If the 'Enable Dispatching Mode in Schedule Editor' option in the Configuration Wizard is enabled, you can quickly identify the status of an event by checking its color in the Schedule Editor.

Refer to the following descriptions of event colors:

- Green - The event has not been delivered.
  ***NOTE:*** *This is not applicable if dispatching mode is disabled.*
- Red - The event has been removed or cancelled.
- White - The event has been deleted.
- Yellow - The event has been performed.






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# CHANGING SCHEDULES MANUALLY

After scheduling trips, or if some trips still have to be scheduled, you may have to go through each run itinerary and make the schedule more efficient by:

- Rescheduling trips
- Rescheduling events on runs that have slack time, or filling in slack time with unscheduled trips
- Identifying trips with the same locations or locations that are close to each other, and moving them to the same run

In the Schedule Editor, you can drag and drop events within a run or from one run to another run. Trips can also be dragged and dropped from the Unscheduled or Willcall list to a run, and from a run to the Unscheduled tab.

If any violations occur as a result of changes to the schedule, a violation code appears in the run itinerary in the Violations column. See "Interpreting and Troubleshooting Violations" on page 185.

***NOTE:*** *Drag and drop trips by selecting either the pick-up or the drop-off. When you drag and drop one of the trip events, the corresponding event is moved with it.*

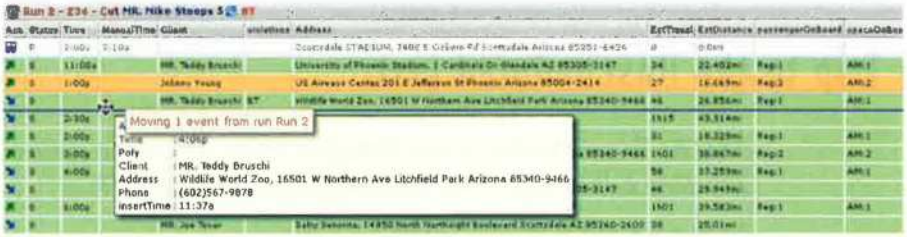
## Moving an Event Within a Run

To move an event within a run:

1. In the Schedule Editor, click and hold the mouse button on the event that you want to move.
2. Start dragging the event. The following should occur:
   - Your mouse pointer changes to a four-sided arrow
   - A tooltip appears, stating that an event is being moved.
3. Drag the event up or down the grid. A blue line appears where the event can be dropped.



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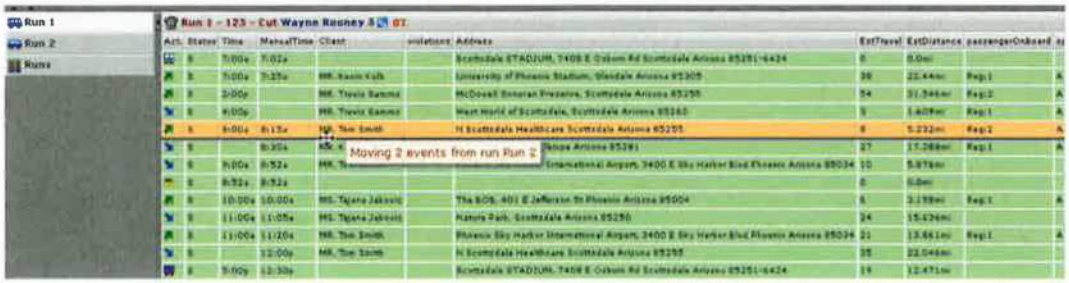

4. Move the mouse to position the blue line where you want to move the event. Then, release the mouse button.

   The event is moved to the new slot on the run.

## Moving an Event to Another Run

To move an event to another run:

1. In the Schedule Editor, open two run itineraries (one in the top panel and one in the bottom frame). For more information, see "Opening Tabs in the Schedule Editor Screen" on page 151.
2. Click and hold the mouse button on the event that you want to move.
3. Start dragging the event. The following should occur:
   - Your mouse pointer changes to a four-sided arrow
   - A tooltip appears, stating that an event is being moved.
4. Drag the event to the other run. A blue line appears where the event can be dropped.




5. Move the mouse to position the blue line where you want to move the event. Then, release the mouse button.



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The event is moved to the other run.

## Moving a Trip to the Unscheduled List

***NOTE:*** *To unschedule a trip through a right click menu option in the Schedule Editor, see "Unscheduling Trips" on page 175.*

To move a trip to the Unscheduled list:

1. In the Schedule Editor, click and hold the left mouse button on the trip that you want to move.
2. Start dragging the event. The following should occur:
   - Your mouse pointer changes to a four-sided arrow
   - A tooltip appears, stating that an event is being moved.




3. Drag the event to the Unscheduled list and release the mouse button.

   The trip is unscheduled.



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# MODIFYING BOOKINGS

You can modify trip bookings that have been scheduled to runs.

## Editing Trips

1. To edit a trip:In the Schedule Editor, select the trip that you want to edit and right click.
2. On the menu that appears, select Edit Booking.




***NOTE:*** The Trip Booking screen opens with the selected trip information. You can modify trip properties such as times and locations, and details such as fare type and trip purpose. For more information, see "Modifying a Trip" on page 135 to modify a casual trip and "Viewing and Modifying a Subscription" on page 118 to modify an activated trip in a subscription.*Using Edit Booking to modify an activated trip does not affect the entire subscription. See "Modifying a Subscription" on page 119.*

## Unscheduling Trips

***NOTE:*** *To unschedule a trip using drag-and-drop, see "Moving a Trip to the Unscheduled List" on page 174.*

To unschedule a trip:

1. In the Schedule Editor, select the trip that you want to edit and right click.



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2. On the menu that appears, select Un-schedule.

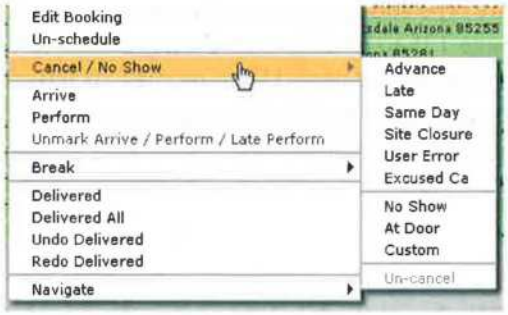



The trip moves to the Unscheduled list.

## Canceling Trips

To cancel a trip:

1. In the Schedule Editor, select the trip that you want to cancel and right click.
2. On the menu that appears, select Cancel / No Show.
3. On the sub-menu that appears, select a cancellation code.




For more information on cancellation codes, see "Cancellation Codes" on page 183.

The selected trip is canceled.



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4. Verify if the client has other trips that must also be canceled by viewing the client's itinerary for the day. See "Viewing Client Itineraries" on page 157.
5. (If applicable) To cancel multiple trips, press and hold the CTRL key and then select the trips. Then, right click the selected trips and choose Cancel / No Show from the menu. From the sub-menu that appears, select the cancellation code.






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# MANAGING BREAKS

A break can occur in the service day for several reasons:

- To provide a meal break for the driver
- For refueling the vehicle
- To allow a vehicle to go out of service (e.g., if an incident occurs)

In the Schedule Editor, you can insert a break in a run and specify its type, duration, location, and time. You can also edit and remove existing breaks.




***IMPORTANT:*** *When working with breaks, try to avoid causing violations. For example, inserting a break onto a run while passengers are on board causes a break violation (BrO). See "Interpreting and Troubleshooting Violations" on page 185 for more information.*

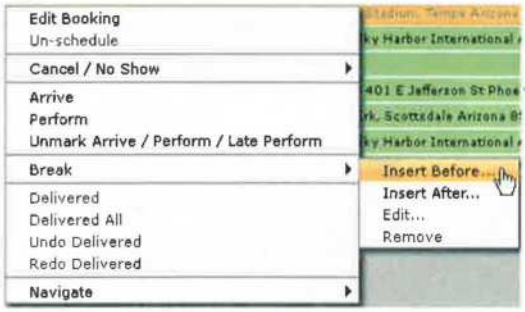
## Inserting Breaks

To insert a break:

1. In the Schedule Editor, open the run on which you want to insert a break.
2. Do one of the following:
    - Insert the break before an event: Select an event other than a pull-out, right click, and go to **Break** > **Insert Before...**



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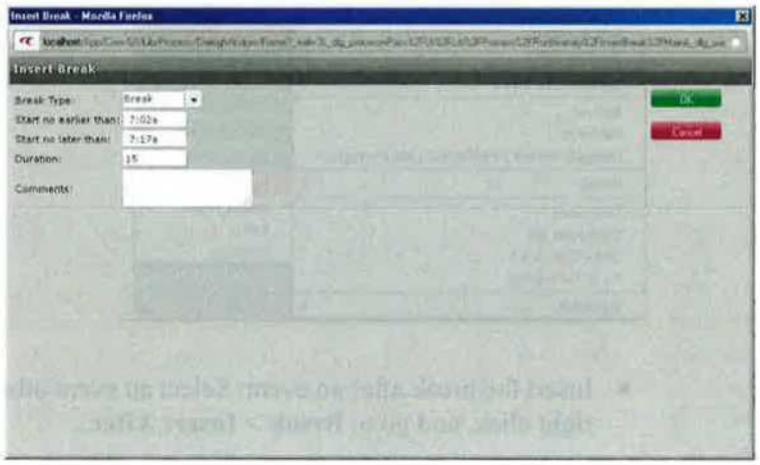

- Insert the break after an event: Select an event other than a pull-in, right click, and go to **Break** > **Insert After...**




The Insert Break dialog box appears.



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3. Specify the break properties:
   - Break Type - Specify the appropriate break type from the pull-down list. Some examples of mandatory break types include Break and Driver Relief.
   - Start no earlier than/Start no later than - Enter the earliest time and latest time for the break to begin. For example, if the break should start no earlier than 10:00 but no later than 10:40, enter those values in the respective fields.
     Duration - Specify the duration of the break in minutes. For example, enter "30" for a 30-minute break.
4. Click OK.

   The break appears in the selected slot on the run.

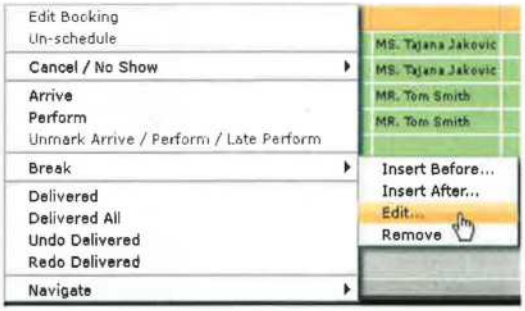
## Editing Breaks

To edit a break:

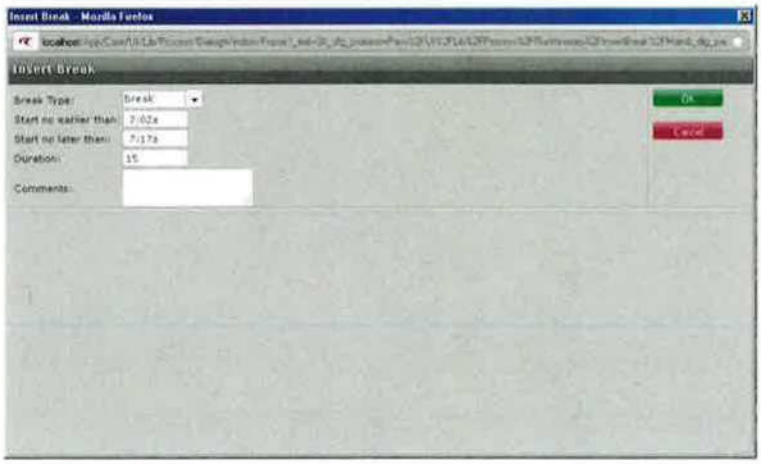
1. In the Schedule Editor, select the break you want to edit and right click.
2. On the menu that appears, go to **Break** > **Edit**.



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The Insert Break dialog box appears.




3. Edit the break information as needed. See step 2.
4. Click OK.

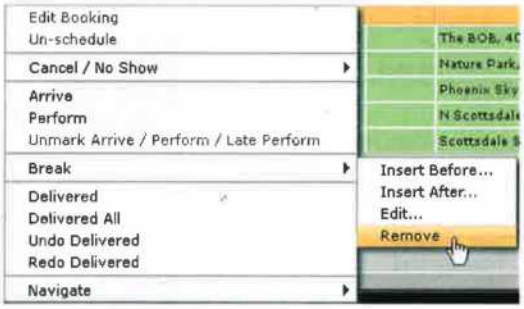
## Removing Breaks

To remove a break:

1. In the Schedule Editor, select the break you want to edit and right click.
2. On the menu that appears, go to **Break** > **Remove**.



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The break is removed from the run.



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# CANCELLATION CODES

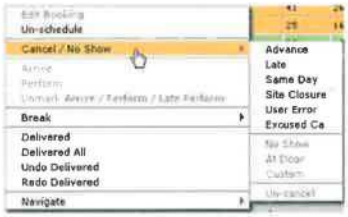
Cancellation codes are defined during setup of Simpli Transport. For more information, see "Using the Configuration Wizard" on page 32 or your system administrator.

When you cancel trips, you assign cancellation codes to the trips to indicate the reason for canceling. Your site may have custom codes defined in addition to Simpli Transport's standard codes.

The following example shows the cancellation code menu in Trip Booking:




The following example shows the cancellation code menu in the Schedule Editor:




***NOTE:*** *In the Schedule Editor, if you want to cancel multiple trips for the same reason, cancel them at the same time using the same code. See "Canceling Trips" on page 176.*

The following are standard cancellation codes:

- Advance - The client canceled the trip in advance.
- Late - The trip is canceled within a specific amount of time before the vehicle arrives at the pick-up location.
- At Door - The client canceled the trip when the vehicle arrives for the pick-up.



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- Same Day - The client canceled the trip on the day for which it was booked, but it falls outside of the Late cancellation window.
- Site Closure - Your site or the destination site is closed on the day of the trip. For example, a site may close for the day and cancel all trips.
- User Error - The trip booking was made in error.
- Client Inactive - The client is inactive.



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# INTERPRETING AND TROUBLESHOOTING VIOLATIONS

A violation:

- occurs when a scheduling rule is broken
- indicates that an event on a run requires your attention
- can involve vehicles, service types, time, or other scheduling factors

For example, if a vehicle with eight AM spaces has nine passengers on board, a Capacity violation (CAP) occurs.

Violations are visible in screens such as Schedule Editor, Trip Booking, Trip Dispatch, Trip Edit, and Manage Runs.

Dragging and dropping a run event might also cause a violation. To remove the violation, you might have to unschedule the trip, and then drag and drop it to another slot on the run.

## Violations Descriptions

See the following table for explanations of violations and how to troubleshoot them.

| Code | Explanation | Troubleshooting |
|---|---|---|
| BrO | Break or Out of Service Time - A break is scheduled while a passenger is still on board. | Move the break or trip events. |
| BT | Back Track - When a vehicle transporting a client arrives at a location that was visited previously during that passenger's trip. | Check the logical order of events based on geography or the BT ratio/threshold. |
| CAP | Capacity - Too many passengers are on board at the same time. | Check vehicle capacities or move some trips. |
| COV | Client Overlap - The client has more than one trip with overlapping estimated event times. | Check the trips to verify if there are double bookings. |



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| Code | Explanation | Troubleshooting |
|---|---|---|
| ES | Event Sequence - Events are out of order (e.g., a client's subsequent pick-up is placed before the initial drop-off). | Re-order the events appropriately or update the Trip Booking times. |
| Ser | Service - The event violates a service type or service time constraint on a run. | Check Service Types in Trip Booking and service information in Manage Runs. |
| VT | Vehicle Type - The vehicle assigned to the run was selected for N/A Vehicle Types on the trip. | Check the client record and/or Trip Booking to deselect the vehicle or reschedule the trip. |



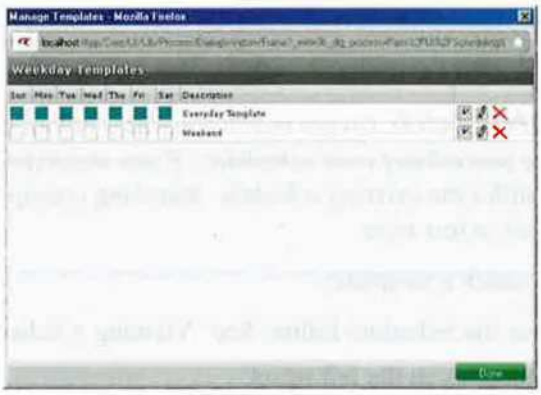
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# USING TEMPLATES

Templates are:

- used for subscription trips only
- part of a service day schedule which is repeated with no exceptions
- restrictive because templated events can not be moved; the system can only schedule trips around templated events

Templates apply to each day of the week specified in the template record. Using templates provides consistent, if not the most efficient, schedules. To make schedules more efficient, you can change them manually. See "Changing Schedules Manually" on page 172.




***NOTE:*** *A maximum of one template can be created for each day of the week.*

Before you can create a template, you must first create a schedule for a day. You can then create a template based on that schedule's subscription trips.

You can create a template for all runs on a day, or for a specific run on a specific day of the week. For example, you can create a template for a single run on which you have a specific group of trips in a particular order.



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## Keeping Templates Up to Date

A template will always take precedence over the live schedule if any inconsistencies exist between them. This means that you should maintain templates regularly to ensure that they are kept up to date.

To keep templates up to date:

1. Match the current template to a future live schedule. See "Matching Templates" on page 188.
2. Make changes to the template as needed. See "Updating Templates" on page 191.
3. Save the new template. See "Creating Templates" on page 193.
4. Delete the old template. See "Deleting Templates" on page 194.

## Matching Templates

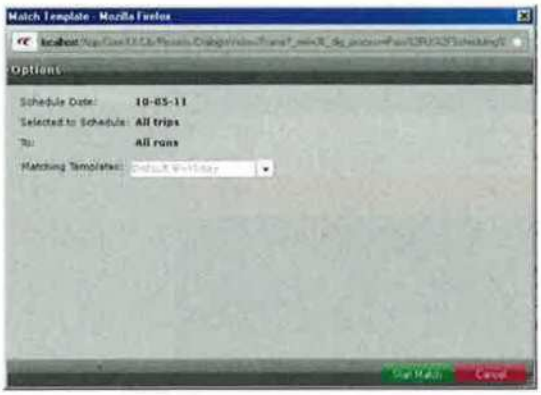
***IMPORTANT:*** *Always match templates before scheduling trips. Templates take precedence over schedules; if any inconsistencies exist, the template modifies the existing schedule. Matching a template to a live schedule may result in lost trips.*

To match a template:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. Right click in the left panel.
3. On the menu that appears, go to **Templates** > **Match Template**.
4. A Match Template dialog box appears.



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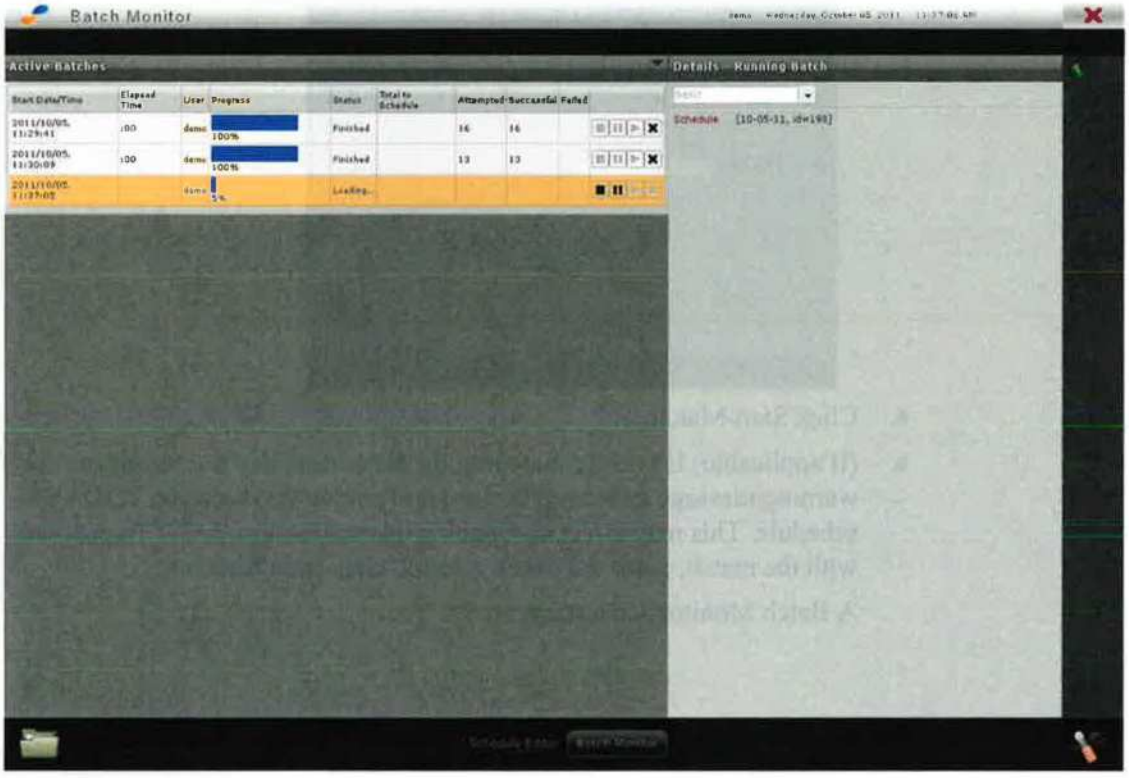



5. Click Start Match.
6. (If applicable) If you are matching for the current day's schedule, a warning message appears: "You are performing this batch on TODAY's schedule. This may affect dispatching operations. Proceed?" To proceed with the match, mark the check box and click Start Match.

   A Batch Monitor screen appears.



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The Batch Monitor shows the progress of the current match as well as statistics associated with previously completed matches.

7. (Optional) While matching is in progress, do one of the following:
   - To stop matching, click Stop:



Statistics are shown in the Details - Running Batch panel.

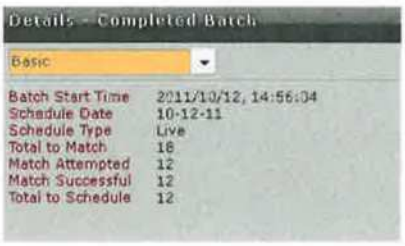
   - To pause the matching, click Pause:





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When the matching is complete, the progress bar goes to 100%. Details appear in the Details - Completed Batch panel.




## Updating Templates

Update a template when:

- You remove subscriptions/routes. The system makes sure that trips/runs are active before matching them.
- You want to change the order of trips. Open the template and make changes. The changes are saved automatically.

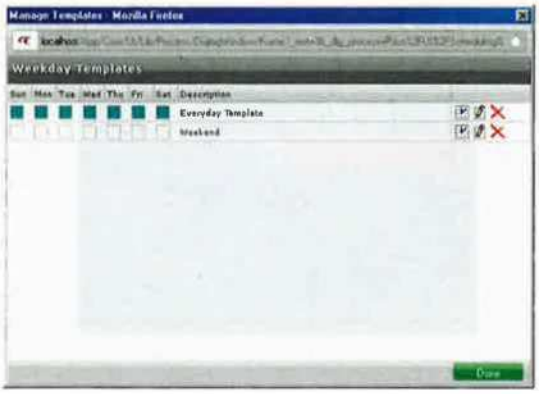
To update a template:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. Right click in the left panel.
3. On the menu that appears, go to **Templates** > **Manage**.

   The Manage Templates window appears.



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4. To move, add, or remove trips in the template, click the Schedule Editor button in the template row:



***NOTE:*** *If you add runs or trips, you must create a new template to reflect these changes.*

The selected template opens in a Schedule Editor screen. The title bar does not show a regular date; it shows the name of the template, e.g., "Current Schedule: Weekend".




See "Changing Schedules Manually" on page 172 and "Modifying Bookings" on page 175 for instructions on moving, adding, or removing trips.

5. Click Edit in the row of the template that you want to edit:



The Manage Templates window shows fields for editing the template.



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6. Edit the following fields:
   - Week days - The day(s) to which the template applies
   - Description - The description that was entered during template creation
7. Click Save.

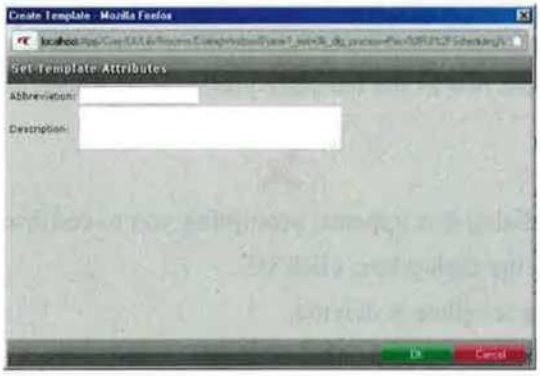
## Creating Templates

Create a new template when new subscriptions or routes are added. Match the existing template to a future day, make adjustments to accommodate the new subscriptions or routes, and then save the template. The new routes are added to the template.

To create a template:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. Right click in the left panel.
3. On the menu that appears, go to **Templates** > **Create...**

   The Create Template dialog box appears.




4. Enter the following information:
   - Abbreviation - Enter an abbreviation for the template.
   - Description - Enter a description for the template.
5. Click OK.

   The template is added.



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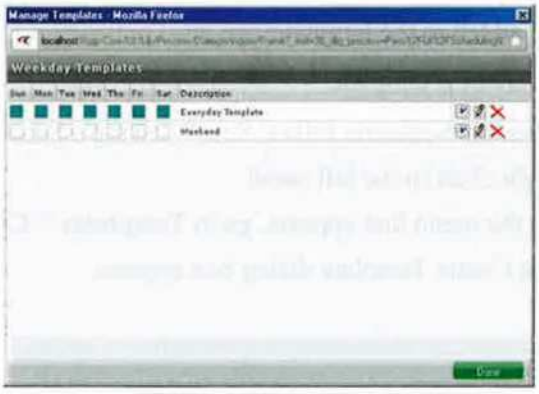
# Deleting Templates

You can delete a template when you have created a new template to accommodate new subscriptions or runs.

To delete a template:

1. Open the Schedule Editor. See "Viewing a Schedule" on page 149.
2. Right click in the left panel.
3. On the menu that appears, go to **Templates** > **Manage**.

   The Manage Templates window appears.




4. In the row of the template you want to delete, click the Delete icon:

   A dialog box appears, prompting you to confirm the deletion.
5. On the dialog box, click OK.

   The template is deleted.



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CHAPTER 9

# MAINTAINING AND RECONCILING TRIP DATA

## IN THIS CHAPTER

Editing and Maintaining Trip Data **pg 196**
Reconciling Data in Trip Edit **pg 204**



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# EDITING AND MAINTAINING TRIP DATA

In Trip Administration, you can unschedule, cancel, and edit trips after they are created in Trip Booking.You can also view trip information in this screen as an alternative to using reports.

## Displaying Trips in Trip Administration

You can display trips with specific clients, dates, status, and other criteria, making it easier to maintain and update casual trips and subscriptions.

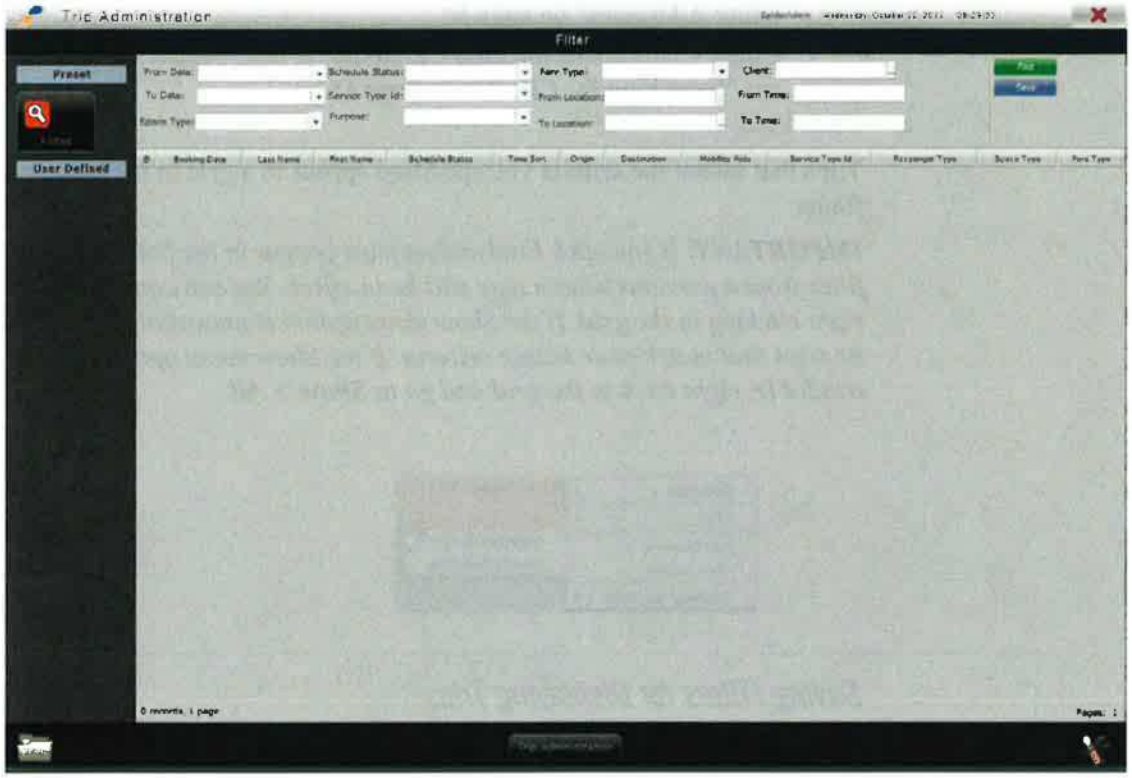
To display trips in Trip Administration:

1. Go to **Scheduling > Trip Administration**.

   The Trip Administration screen appears.



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2. Select the options you want in the following filters:
    - From/To Date - Specify a date range using the calendar.
    - From Time/To Time - Specify a time range in 24-hour notation.
    - Schedule Status - Mark one or more check boxes to select schedule statuses.
    - Service Type Id - Mark one or more check boxes to select service types.
    - Purpose - Mark one or more check boxes to select booking purposes.
    - Space Type - Mark one or more check boxes to select space types.
    - Fare Type - Mark one or more check boxes to select fare types.
    - From Location/To Location - These options open the Find Location dialog box. Search for locations using either the 'Enter location



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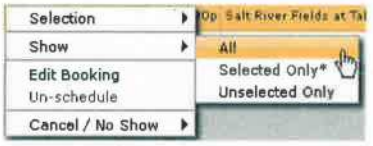
search information' field or the Address matcher fields; see "Geocoding Addresses" on page 56.

- Client - This opens the Find Client dialog box. Search for a client; see "Searching for Clients" on page 65.

3. Click Find.

Trips that match the criteria you specified appear in a grid in the bottom frame.

***IMPORTANT:*** *If you click Find and no trips appear in the bottom frame, a filter from a previous search may still be in effect. You can confirm this by right clicking in the grid. If the Show menu option is unavailable, there are no trips that match your search criteria. If the Show menu option is available, right click in the grid and go to* ***Show*** *>* ***All****.*




## *Saving Filters for Displaying Trips*

After making selections in the Trip Administration filters, you can save them so that they populate the fields every time you go into Trip Administration.

To save filters for displaying trips:

1. In Trip Administration, select the options you want populate the Trip Administration filters. See "Displaying Trips in Trip Administration" on page 196.
2. Click Save.



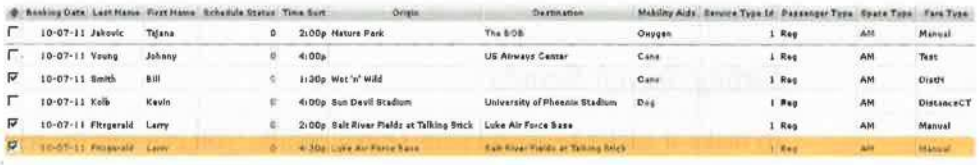
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# Filtering Search Results

After you have searched for trips in Trip Administration, you can filter the search results to make it easier to work with the trips.

To filter search results:

1. Search for trips in Trip Administration. See "Displaying Trips in Trip Administration" on page 196.
2. In the @ column, mark the check boxes for the trips you want to edit or cancel.



| @ | Booking Date | Last Name | First Name | Schedule Status | Time Sort | Origin | Destination | Mobility Aids | Service Type Id | Passenger Type | Space Type | Fare Type |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | 10-07-11 | Jakovic | Tijana | 0 | 2:00p | Nature Park | The BOB | Oxygen | 1 | Reg | AM | Manual |
| ☐ | 10-07-11 | Young | Johnny | 0 | 4:00p | | US Airways Center | Cane | 1 | Reg | AM | Test |
| ☑ | 10-07-11 | Smith | Bill | 0 | 11:30p | Wet 'n' Wild | | Cane | 1 | Reg | AM | DistN |
| ☐ | 10-07-11 | Kolb | Kevin | 0 | 4:00p | Sun Devil Stadium | University of Phoenix Stadium | Dog | 1 | Reg | AM | DistanceCT |
| ☑ | 10-07-11 | Fitzgerald | Larry | 0 | 2:00p | Salt River Fields at Talking Stick | Luke Air Force Base | | 1 | Reg | AM | Manual |
| ☑ | 10-07-11 | Fitzgerald | Larry | 0 | 4:30p | Luke Air Force Base | Salt River Fields at Talking Stick | | 1 | Reg | AM | Manual |

Alternatively, click a trip to highlight it. Highlight multiple trips by clicking them and pressing the CTRL key at the same time.

3. Right click in the search results grid.

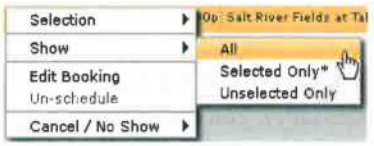
   A menu appears.

4. Go to **Show** > **Selected Only**.

   The trips you did not select are removed from the grid.

   ***NOTE:*** *The sub-menu shows an asterisk (*) beside the current view. For example, if you have not filtered the trips, the All option has an asterisk (All*). If you click Selected Only, the next time you right click and select Show, the Selected Only option will have an asterisk (Selected Only*).*

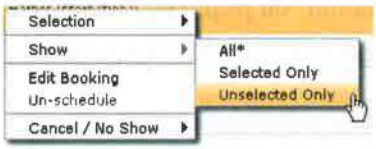
5. (If applicable) To show the original search results again, right click in the grid and go to **Show** > **All**.






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***NOTE:*** *Instead of selecting or highlighting the trips in the search results that you want to show, you can select or highlight the trips that you want to hide. Doing this may be easier, for example, if there are many trips in the grid and you want to hide only a few of them. In this case, you can select or highlight the trips that you want to hide, right click, and go to* ***Show*** *>* ***Unselected Only****.*




### *Sorting Search Results*

To make it easier to assess your search results, you can sort the trips in the grid. See "Sorting Records" on page 41.

### *Moving Columns*

To move a column:

1. Click and hold the mouse button on the column that you want to move.
2. Start dragging the column. The following should occur:
   - Your mouse pointer changes to a four-sided arrow
   - A tooltip appears, displaying the name of the column.
3. Drag the column to anohter position on the grid. A green line appears wherever it can be dropped.
4. Move the mouse to position the green line where you want to move the column. Then, release the mouse button.

## Editing Trips

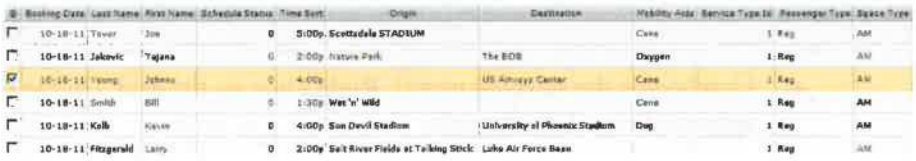
Once you have searched for trips in Trip Administration and filtered the trips (if necessary), you can edit trips.

To edit trips:



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1. Search for trips in Trip Administration. See "Displaying Trips in Trip Administration" on page 196.
2. (If necessary) Show the trips that you want to edit. See "Filtering Search Results" on page 199.
3. In the @ column, mark a check box to select the trip you want to edit.



| @ | Booking Date | Last Name | First Name | Schedule Status | Time Sort | Origin | Destination | Mobility Aids | Service Type Id | Passenger Type | Space Type |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | 10-18-11 | Tover | Joe | 0 | 5:00p | Scottsdale STADIUM | | Cane | 1 Reg | | AM |
| ☐ | 10-18-11 | Jakovic | Tyjana | 0 | 2:00p | Nature Park | The BOB | Oxygen | 1 Reg | | AM |
| ☑ | 10-18-11 | Young | Johnny | 0 | 4:00p | | US Airways Center | Cane | 1 Reg | | AM |
| ☐ | 10-18-11 | Smith | Bill | 0 | 1:30p | Wet 'n' Wild | | Cane | 1 Reg | | AM |
| ☐ | 10-18-11 | Kolb | Kevin | 0 | 4:00p | Sun Devil Stadium | University of Phoenix Stadium | Dog | 1 Reg | | AM |
| ☐ | 10-18-11 | Fitzgerald | Larry | 0 | 2:00p | Salt River Fields at Talking Stick | Luke Air Force Base | | 1 Reg | | AM |

4. To edit the selected trip, right click in the grid. On the menu that appears, click Edit Booking.

   The booking opens in the Trip Booking screen, where you can edit it. See "Modifying a Trip" on page 135.

## Unscheduling Trips

In Trip Administration, you can unschedule scheduled trips.

To unschedule trips:

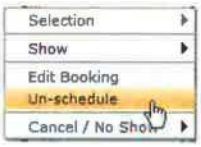
1. Search for trips in Trip Administration. See "Displaying Trips in Trip Administration" on page 196.
2. (If necessary) Show the trip(s) that you want to unschedule. See "Filtering Search Results" on page 199.
3. Do one of the following to choose the trip(s) you want to unschedule:
   - Select one trip. In the @ column, mark the check box for a trip.
   - Select some trips. Highlight multiple trips by clicking them and pressing the CTRL key at the same time. Right click in the grid. On the menu that appears, go to **Selection** > **Select Highlighted**.
   - Select all trips. Right click in the grid. On the menu that appears, go to **Selection** > **Select All**.



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4. Unschedule the selected trip(s). Right click on the grid. On the menu that appears, select Un-schedule.




On the dialog box that appears, click OK to unschedule the trip(s).

## Canceling Trips

In Trip Administration, you can cancel scheduled trips. This is useful when a common location, such as a seniors' center, is closed.

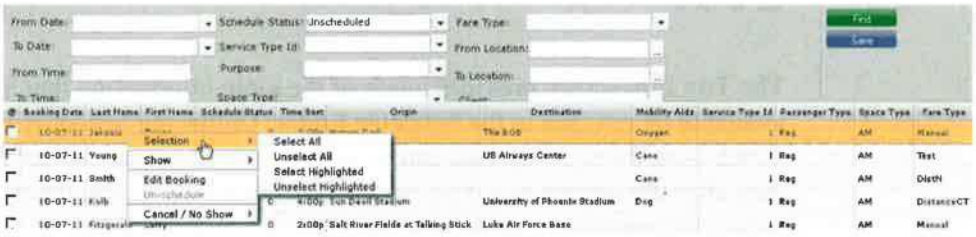
To cancel trips:

1. Search for trips in Trip Administration. See "Displaying Trips in Trip Administration" on page 196.
2. (If necessary) Show the trip(s) that you want to cancel. See "Filtering Search Results" on page 199.
3. Do one of the following to choose the trip(s) you want to cancel:
   - Select one trip. In the @ column, mark the check box for a trip.
   - Select some trips. Highlight multiple trips by clicking them and pressing the CTRL key at the same time. Right click in the grid. On the menu that appears, go to **Selection** > **Select Highlighted**.
   - Select all trips. Right click in the grid and go to **Selection** > **Select All**.

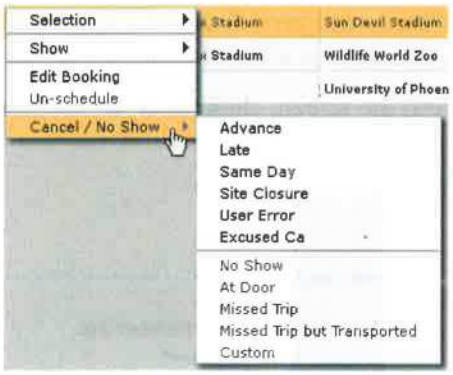


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***NOTE:** Select multiple or all trips only if you want to cancel them with the same cancellation code.*




4. Cancel the selected trip(s). Right click on the grid. On the menu that appears, select Cancel / No Show and select the appropriate cancellation code on the sub-menu.




On the dialog box that appears, click OK to confirm the cancellation.



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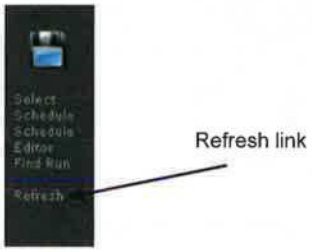
# RECONCILING DATA IN TRIP EDIT

The Trip Edit screen provides much of the same information that is available on run tabs in the Schedule Editor. Unlike the Schedule Editor, which is read-only, Trip Edit can be used to edit and reconcile certain trip data after the service day. You can also enter actual times and odometer values for reporting purposes in Trip Edit.

## Refreshing the Trip Edit Screen

The Trip Edit screen does not have an autorefresh feature; thus, you should refresh the screen periodically in case other users are also performing data reconciliations that affect the run you are editing.

To refresh the screen, click the Refresh link on the right side of the screen.




## Searching for Trips in Trip Edit

Search for the trips that you want to edit.

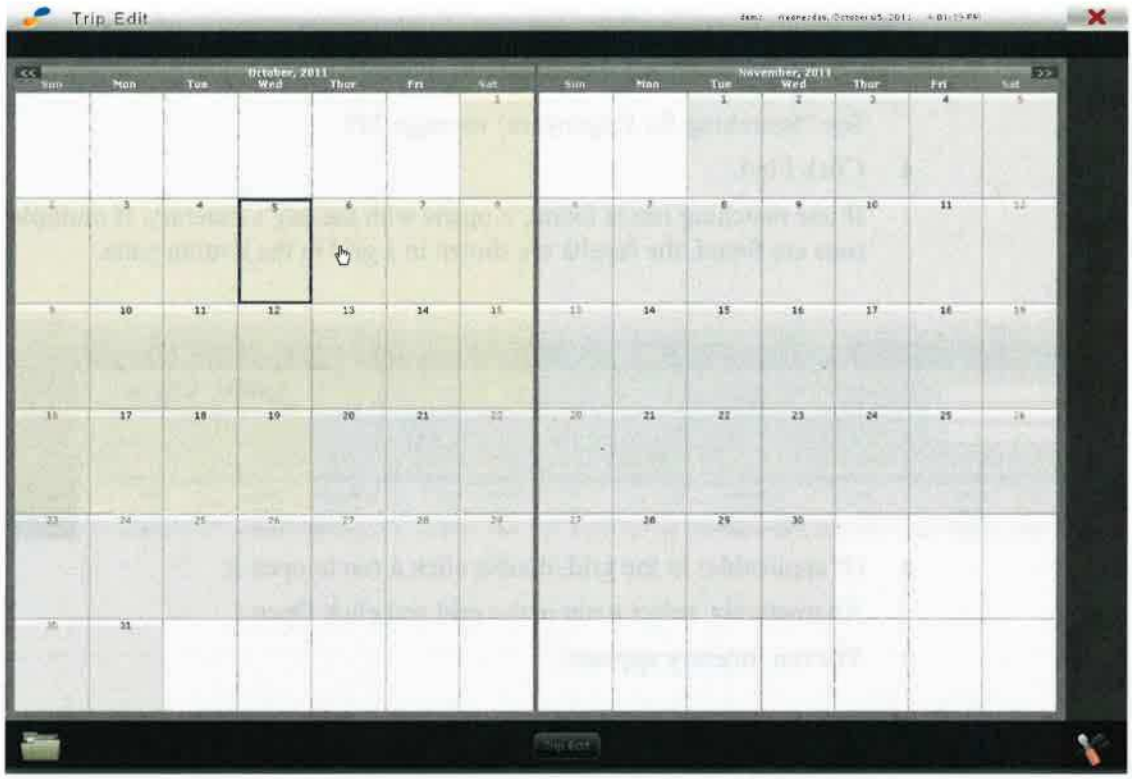
To search for trips in Trip Edit:

1. Go to **Scheduling > Trip Edit**.

   The Trip Edit screen opens with the calendar.



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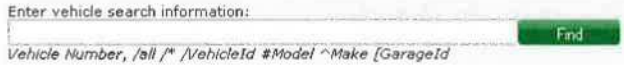



2. Double click the day for which you want to edit trip data.

   The Find Run dialog box appears.

3. Search for the following:

   - Run Name - Enter the name of the run.
   - Vehicle - Click the ellipsis button (...). A dialog box appears with the 'Enter vehicle search information' search field.




   See "Searching for VehiclesTo search for vehicles:" for instructions.

   - Employee - Click the ellipsis button (...). A dialog box appears with the 'Enter employee search information' search field.



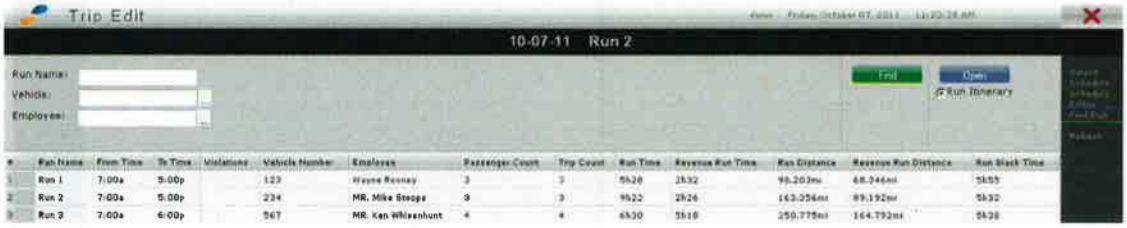
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See "Searching for Employees" on page 207.

4. Click Find.

   If one matching run is found, it opens with the day's itinerary. If multiple runs are found, the results are shown in a grid in the bottom pane.




5. (If applicable) In the grid, double click a run to open it.

   Alternatively, select a run in the grid and click Open.

   The run itinerary appears.

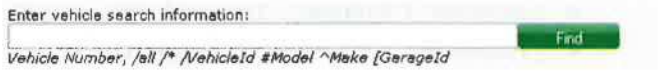



## *Searching for Vehicles*To search for vehicles:



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1. After you click the ellipsis (...) button to search for a vehicle in Trip Edit, a dialog box appears with a vehicle search field.




2. In the 'Enter vehicle search information' field, enter a search term using one of the following formats:
   - *Name* - To search by Vehicle Number
   - /all - To return a list of all vehicles
   - */VehicleId* - To search by Vehicle Id
   - *#Model* - To search for vehicles by model
   - *^Make* - To search for vehicles by make
   - *!VehicleNumber* - To search for vehicles by vehicle number
   - *[GarageId* - To search for vehicles by Garage Id

   As you enter your search terms, the search field might show a pull-down list of matching criteria. If an appropriate search term appears in the pull-down list, select it.
3. Click Find or press the ENTER key.

   The system returns search results.
4. Do one of the following:
   - If the system returns no records, no vehicles match the search criteria. Repeat step 2 and step 3 to search for the vehicle again.
   - If the system finds matching vehicles or if you search for all records, the system shows results in a grid. To select a vehicle, double click it.

## *Searching for Employees*

To search for employees:

1. After you click the ellipsis (...) button to search for an employee in Trip Edit, a dialog box appears with an employee search field.






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2. In the 'Enter employee search information' field, enter a search term using one of the following formats:

   - *Lastname, Firstname* - To search for a specific employee
   - , *Firstname* - To search for a specific employee using only the first name
   - *Lastname* - To search for a specific employee using only the last name

   Entering one alphabetical string only searches last names. You can search using full or partial strings. For example, entering the string after a comma, e.g.,",ja", searches for all employees whose first names start with Ja. Entering "c, j" searches for all employees whose last names start with C and first names start with J. Entering "ch" searches for all employees whose last names start with Ch.

   - /all - To return a list of all employees
   - /* - To search by Employee Id
   - ^*BadgeNumber* - To search by badge number
   - #*Phone Number* - To search for employees by phone number. You can search by partial or full phone numbers. For example, enter "#647" to have the system search for phone numbers that contain "647" anywhere in their 10-digit range (e.g., 647-xxx-xxxx, xxx-647-xxxx, and xxx-xx6-47xx).
   - !*DriverLicenceNumber* - To search for employees by driver's license number

   Use the percent sign (%) as a wildcard character. For example, typing "%er" returns a list of all clients whose surnames contain the letters er; it returns clients with surnames such as Miller and Erickson.

   As you enter your search terms, the search field might show a pull-down list of matching criteria. If an appropriate search term appears in the pull-down list, select it.

3. Click Find or press the ENTER key.

   The system returns search results.

4. Do one of the following:

   - If the system returns no records, no employees match the search criteria. Repeat step 2 and step 3 to search for the employee again.



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- If the system finds one matching employee, the system shows the employee record in a grid. Double click it to open it. If this is not the correct employee, repeat step 2 and step 3 to search for the employee again.

If the system finds multiple employees that match the search criteria or if you search for all records, the system shows results in a grid. To select a employee, double click the employee name.

# Editing Trip Events

You can use Trip Edit to record actual arrival and departure times and actual odometer readings. After you enter the actual data, you should also correct the order of events in the Schedule Editor. See "Opening the Itinerary in the Schedule Editor" on page 210.

To edit trip events:

1. Look for trips in Trip Edit. See "Searching for Trips in Trip Edit" on page 204.

   For information on reading the run details in the itinerary, see "Viewing Run Information" on page 159.




2. Edit trip data using the pull-down menus or text fields that are available:
   - Actual Arrive - The actual time at which an event is marked as Arrived.
   - Actual Depart - The actual time at which an event is marked as Performed and the vehicle departs from the event location.



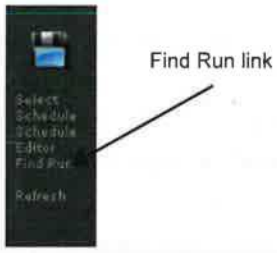
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- Actual Odometer - The actual odometer reading at an event.
- Fare Collected - (Pick-ups only) The fare amount collected at a pick-up.
- Booking Activity - (Pick-ups only) The passenger type, space type, fare type, and passenger count. You can also add passengers; specify their passenger type, space type, fare type, and passenger count; and remove passengers.

3. Click Save:



4. (If applicable) To edit another itinerary in the search results, click the Find Run link on the right side of the screen.




5. The grid appears with your search results. Open the run itinerary you want to edit.
6. (If applicable) To edit trip data for another day's itinerary, click Select Schedule and perform the previous steps in this procedure.

## Opening the Itinerary in the Schedule Editor

After you enter the actual data in Trip Edit, you should also correct the order of events in the Schedule Editor to help ensure that standard reports are accurate. Events that are out of order can cause discrepancies in reports.

As an example, the Trip Hours Productivity Report has a Use Actual Time When Present check box. (See the *Simpli Transport Reports Catalog* for



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more information on this report.) If the option is marked, the system looks for the actual data, which is updated automatically in the report.

To open the current itinerary in the Schedule Editor, click the Schedule Editor link on the right side of the screen.




See "Scheduling" on page 147 for information.



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# Glossary

## #

**45-degree aerial imagery** 45-degree aerial imagery consists of photos taken from an elevated position, at a 45-degree angle, allowing you to see details of buildings, landmarks, and other street features.

## A

**activate** The process of prompting the system to create either a trip booking (based on the corresponding date rules) from a subscription or a daily run from a master run, both of which are considered live for scheduling purposes. See **daily run**, **master run**, **subscription**, and **trip**.

**Actual Arrive** The actual time at which an event is marked as Arrived.

**Actual Depart** The actual time at which an event is marked as Performed and the vehicle departs from the event location.

**Actual Odometer** The actual odometer reading at an event.

**ADA** Americans With Disabilities Act, a legislation that (amongst other things) regulates transit service for individuals with disabilities in the United States who live or travel within a 3/4 mile radius from any fixed route service.



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**Address Matcher** The set of fields used to enter the data to either search for a common location or attempt to geocode a street address. See **geocode**.

**administrator** See **system administrator**.

**alight** To disembark from a vehicle at a drop-off event.

**ambulatory** Adapted for walking. For transportation, this term refers to a space on board a vehicle suitable for passengers who are able to board or alight from a vehicle. See **capacity** and **space type**.

**arrive** To reach a destination. In transportation, an arrival is the time at which a run reaches an event location (e.g., the time when a vehicle stops at a pick-up location before the client boards the vehicle *or* when the vehicle stops at a drop-off location before the client alights from the vehicle). See **perform**.

# B

**backtrack** A situation in which a vehicle transporting a client arrives at a location that was visited previously during that passenger's trip. See **violation**.

**booking** The specifications for a trip, which are entered and saved in the system when a client calls with a trip request. A booking specifies the trip type, locations, times, passengers, fare, and other information. See **casual trip** and **subscription**.

**break** A scheduled event on a run, during which no trips are scheduled. Breaks occur for reasons such as meal breaks for the driver and refueling the vehicle.

**browser** An application that allows users to display and interact with text, images, links, and other information on the Internet or an intranet. Simpli Transport supports browsers Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox.



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# C

**cancel** — To mark a casual trip that is not taken or should be removed from the schedule (e.g., a request to cancel a trip within a defined time frame that the site considers is advance notification).

**capacity** — Refers to the maximum number of passengers a vehicle can hold simultaneously. Capacity defines the number of passengers that can be on board. For example, a vehicle that supports six ambulatory spaces does not necessarily take up to six passengers if any of them require more than one seat. *Capacity type* defines a specific vehicle size or seating capacity.

**casual trip** — A booking requested for a single trip or itinerary to occur on a specific date. See **subscription**.

**client** — A passenger who is registered to use a site's transportation service, usually because of a physical or cognitive condition. Sites have their own specific policies regarding client eligibility for service.

**contact** — A contact can be a client, or an individual who is associated with a location, client, or employee. Pertinent contact information is stored in the system so that in cases of emergency or other situations, the contact person may be reached by telephone or other means.

**contact device type** — The method of contact, such as telephone, mobile phone, or e-mail, assigned to contacts for clients, locations, and employees.

# D

**daily run** — An available service capacity to which events may be scheduled for a specific live schedule. It does not affect master runs and is not copied to future live schedules. See **master run** and **run**.

**default** — A pre-selected option that the system populates. See **populate**.

**delete** — To remove a record. See **cancel**.



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**deliver** To communicate an event to an driver (e.g., to use radio, MDT, or telephone to tell a driver that a trip or break has been added or changed).

# E

**employee** An individual who may work for a transit site. Records for employees can be created and maintained in the system. Employees may be assigned to a run on a given service day as the driver. See **daily run**, **master run**, and **P**.

**escort** A person who assists an individual with physical or other limitations to perform a variety of daily tasks.

**event** An activity that can be scheduled to a run and is visible on the schedule (such as pick-up, drop-off, pull-out, pull-in, or break).

# F

**fare** The dollar amount associated with a trip. Fares can be calculated as flat rates, by distance, or by zones. See **funding program**.

**filter** A pattern that data must match during a search. Only data that matches a pattern is allowed to pass through a filter.

**full-screen mode** Viewing mode when a browser window occupies the entire display area that is available on a computer screen. See **browser**.

**funding program** Whole or partial subsidization of a trip fare, which are paid by funding sources. Subsidization may be available to clients based on their passenger types, trip locations, and other conditions. See **funding source**.

**funding source** An resource that subsidizes fares. See **funding program**.



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# G

**garage** An address that represents a pull-out and/or pull-in, and corresponds to a run or vehicle.

**geocode** To record a system map address as identified by longitude and latitude coordinates.

# I

**itinerary** (1) A group of bookings registered to a single client on one service day. (2) A list of all events for a specific run on one service day.

# L

**layer** A map element that contains the information specific to a polygon, such as buildings, highways, and railroads.

**leg** A pick-up point to a drop-off point. Trips can consist of multiple legs. See **booking** and **trip**.

**location** Places to and from which clients travel frequently. Locations include places such as restaurants, medical offices, schools, and shopping centers. Also called common *location*. See **location type**.

**location type** A category to which a common location belongs, such as hospitals, restaurants, schools, and shopping centers. Assigning types to common locations makes it easy to isolate runs with specific location types. For example, on a day with poor weather, a site may cancel all trips except for those going to/from hospitals. See **location**.



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# M

**manifest** An itinerary of events to be performed for a specific run by a specific driver on a service day.

**map** A geographic representation of an area of land.

**master run** A run from which daily runs are activated based on the established date rule(s). It is activated within the standard system scheduling window. See **daily run**.

**missed trip** A client is not picked up within the allowable time frame. As a result, the site does not perform the trip and cancels at the door and/or finds an alternative means of travel.

**mobility aid** A physical support used by a passenger to move around (e.g., oxygen tank, walker, or cane).

# N

**no-show** When a client fails to be at the pick-up point that was agreed upon, within the pick-up window provided, and has made no attempt to contact the transit service.

# O

**odometer** An instrument for measuring the distance that a wheeled vehicle travels.

# P

**passenger type** Ridership classification determining who can be transported, in addition to (and including) registered clients. Common passenger types include clients and escorts.



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**perform** (1) To carry into effect. (2) The term for the time at which an event actually occurs (e.g., when a vehicle is ready to depart from a pick-up).

**placemark** An icon that identifies a point (i.e., geocode, on a system map).

**polygon** A layer identifying an enclosed area on the map. Polygons are used to define restrictions or rules for travel and ridership.

**populate** (1) When the system determines a field value. (2) To enter data in an available field.

**pull-down menu** A feature in a field indicated by an arrow. When clicked, the field displays a list of selections from which to choose one or more items.

**pull-in** (1) The return of a vehicle to a garage after its last event for the service day. (2) The last event on a paratransit run.

**pull-out** (1) The departure of a vehicle from a garage at the beginning of the service day. (2) The first event on a paratransit run.

# R

**refresh** A feature used to capture the most current data view in a screen, especially to view current changes that have been made elsewhere which affect the data on the current screen.

**requested time** The targeted time for scheduling the pick-up or drop-off.

**run** An established capacity of service availability with allowable constraints for a single service day. Events are scheduled either automatically or manually on a run to create a manifest. See **daily run** and **master run**.

**run assignment** The process of assigning an employee and/or a vehicle to a run for any loaded service day.

**run event** An activity scheduled to a run. See **event**.



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**run itinerary** See **itinerary**.

# S

**schedule** The act of placing an event or events on a run either manually or via automated systems. The resulting list of events in a set order, also considered a manifest.

**scheduled trip** A booking that has been placed on a run, either automatically or manually, with consideration for various requirements. See **unscheduled trip**.

**service** A program that can be configured to run in the background, without user interaction, while the operating system is running.

**slack time** The extra time that results when a vehicle arrives at a stop ahead of schedule; this usually occurs when no passengers are on board. For example, if a vehicle is due to arrive at point B from point A in 15 minutes, but arrives in 5 minutes instead, the result is 10 minutes of slack time.

**space type** (1) A passenger's designation relative to their physical occupation on a vehicle. (2) A seat or particular area that can be occupied on a vehicle.

**standard report** Preloaded report that provides information for trips, operational purposes, and productivity statistics. See **user-defined report**.

**status** An indication of whether a record is active or inactive. A record may be inactive or active for a variety of reasons and conditions.

**Step Manager** A vertical sequence of icons on the left side of a screen, which is a representation of the tasks that can be performed in a screen.

**subscription** A single booking record created for multiple continuous trips based on a date rule. Subscriptions travel from the same origin to the same destination at fixed times and days. A subscription trip is a master record used to activate live trips and create template days. Also known as a *standing* or *regular booking*. See **casual trip, template**, and **trip.**



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**system administrator** An individual responsible for maintaining a computer system. Typical duties include setting up user accounts including rights to perform functions, setting up ancillary data, and configuring system properties.

# T

**template** (1) A scheduling feature that replicates a set of pre-specified run itineraries for a live service day. (2) A schedule type associated with a day of the week, e.g., Monday.

**trip** A single booking consisting of travel from a pick-up to a drop-off.

**trip itinerary** All of the bookings entered consecutively for one service day.

# U

**unique address** A set of pick-up and drop-off addresses that is distinct from other sets of pick-ups and drop-offs. For example, the following addresses are unique:

- 123 Main St to Library
- Library to 123 Main St
- 123 Main St to 456 1st St
- School to Library

**unscheduled trip** A trip that is booked but not scheduled currently to a run.

**user** An individual registered with access to the system.

**user-defined report** A report, in SQL or Crystal Reports format, that can be managed and edited to provide greater flexibility than is available in a standard report.



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# V

**violation** Notification about a failure to comply with a scheduling rule or property. Simpli Transport defines specific violations and allows users to set the violation tolerance levels. Violations that occur within tolerances may be allowed.

# W

**web browser** See **browser**.

**will-call** A trip for which a client does not supply a pick-up or drop-off time; the client is expected to call back and give a requested pick-up time.



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# Safety Policy for Cell Phones and Mobile Communication Devices

# Safety Policy for Cell Phones
# and
# Mobile Communication Devices



July 2018

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

| | |
|---|---|
| **Policy #** | **Safety Policy S-9** |
| **SUBJECT** | **Cell Phones / Mobile Communication Device** |
| **POLICY** | It is the policy of MV Transportation that the use of personal hand-held or hands-free mobile phones or e-mail devices while driving a company or client-owned vehicle is not permitted unless in the case of an emergency/imminent danger to life or persons. "Hands-free" earpieces (corded or wireless) shall not be worn or used at any time while driving.<br><br>While at the controls of a company vehicle or client-owned vehicle, personal mobile communication devices and hands free devices must be “powered off” and stored out of reach of the driver.<br><br>The Company will not be liable for any sanctions or fines levied upon an employee or contractor as a consequence of non-compliance with this Policy or related local ordinances or laws.<br><br>The driver has the responsibility for compliance with this policy. Non-compliance with this policy will be treated as a violation of company work rules in accordance with the MV Employee Handbook and shall result in discipline according to the terms and conditions contained therein.<br><br>Drivers will not use personal cellular phones while driving unless in case of "imminent danger" emergency. If there is an "imminent danger" or emergency while enroute and the driver needs to call for assistance (911), the driver can use the phone to make the initial call and then needs to pull over and stop as soon as possible in order to complete the call. Drivers will be instructed to use the dispatch center phone number as their contact number while at work. The dispatch centers will contact drivers via |

| | | |
|---|---|---|
| | company radio in case of personal emergencies.<br><br>Drivers may use company-issued mobile communication devices or other “push-to-talk” devices (i.e.: Nextel radios) while driving only to the minimum extent necessary for business operations. | |
| **Effective Date** | | |
| **Review Date** | | |
| **RELATED TOPICS** | | |
| **FORMS** | | |
| **BRIDGES ENDORSEMENT** | // Jack Hempstead // | |
| **APPROVED BY** | | Date: |

# Monthly Facility Inspection Form

# Monthly Facility Inspection

MV Transportation, Inc.

| Division | Division # | Inspected By |
|---|---|---|
| | | |
| **Forward inspection no later than 20th of every month to the Area Safety Manager and the Maintenance Manager** | | **Inspection Date:** |

| **Shop Appearance** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are all storage drums covered and labeled? | | | |
| Are all shop lights fully functional (no blown bulbs)? | | | |
| Are all air hoses clean, free of defects and properly stored? | | | |
| Are all drop lights clean, serviceable, and properly stored? | | | |
| Is signage permanently mounted? | | | |
| Are used batteries located at designated charge and test areas? | | | |
| Are locker room floors free of debris and uniforms? | | | |
| Are 5 mph speed limit signs posted on company property? | | | |
| Are there accurate "Days without an Injury" and "Days without Incident" signs posted? | | | |
| Is all necessary signage required by customer, local, state or federal regulations posted? | | | |
| Is proper personal protective equipment (PPE) used by employees in the shop areas? | | | |

| **Air Compress or Grinders** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are grinders, compressors and similar equipment provided with appropriate guards? | | | |
| Are machines and equipment securely anchored? | | | |
| Is there sufficient clearance around machines to allow for safe operation and servicing? | | | |

| **Band Saw Drill Press** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are band saw blades properly guarded? | | | |
| Is there sufficient clearance around machines to allow for safe operation and servicing? | | | |
| Are elecrical cords equipped with a grounding clip? | | | |

| **Electrical** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are electrical appliances and equipment grounded? | | | |
| Are extension cords and flexible cables free of splices, damaged insulation or tape? | | | |
| Are switches, receptacles and junction boxes covered? | | | |
| Are electrical boxes enclosed? | | | |
| Do circuit breakers indicate they are in the "ON or OFF position and are they labeled? | | | |

| **Exits** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are Exits marked with an exit sign and lighted? | | | |
| Are signs provided throughout the facility when the exit is not apparent? | | | |
| Are doors and passageways that are not Exits or Exit passageways marked "Not an Exit"? | | | |
| Is there proper egress to get in and out of buidlings and rooms | | | |
| Can Exit doors be opened in the direction of travel without the use of a key? | | | |

| **Fire Protection** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are fire extinguishers mounted in accessible locations and are their locations clearly designated? | | | |
| Are fire doors unobstructed and in proper working condition? | | | |
| Are smoke alarms operative? | | | |
| Are emergency lights operative? | | | |
| Are security systems or fire alarm systems operative? | | | |
| Are fire drills conducted? When was the date of the last drill? | | | |
| Has the fire alarm system been tested? When? | | | |
| Is there a system in place to alert personnel of an emergency? | | | |
| Is an emergency evacuation plan posted? | | | |
| Are emergency phone numbers posted at each phone? | | | |

| **First Aid** | **Yes** | **No** | **Comments:** |
|---|---|---|---|
| Are first aid kits available with physician approved supplies? | | | |
| Are emergency eyewash/showers located in the battery charging and chemical storage areas and are they tested on a monthly basis? | | | |
| Is there a sign designating eye wash/emergency shower and first aid kits? | | | |

| Flammable & Combustible Material | Yes | No | Comments: |
|---|---|---|---|
| Are flammable materials at least 25' away from an ignition source? | | | |
| Are oily rags stored in covered containers? | | | |
| Are Drums of flammable liquid grounded during dispensing? | | | |
| **Material Handling & Storage** | **Yes** | **No** | **Comments:** |
| Is there a "Low Clearance Sign" for passageways lower than the average height? | | | |
| Is the necessary spill response equipment available in chemical storage areas? | | | |
| Are flammable solvents placed in a can with an automatic closing cap and flame arrestor? | | | |
| Are solvents stored in a fire protected cabinet? | | | |
| Are all containers properly labeled? | | | |
| Is there a listing of all chemicals used at the facility and are MSDSs available for every chemical? | | | |
| **Service Equipment (Lifts)** | **Yes** | **No** | **Comments:** |
| Are lift controls properly marked? | | | |
| Is there any exposed wiring or leakage? | | | |
| Are warning labels posted? | | | |
| Are lifts properly anchored to floor? | | | |
| Are Jack stands used while vehicles are raised? | | | |
| **Training** | **Yes** | **No** | **Comments:** |
| Is there a lockout/tag out program? | | | |
| Are all employees trained annually on the Hazard Communication Standard? | | | |
| Are all employees trained in Bloodborne Pathogens? | | | |
| Are there training certificates on file for every employee that operates a forklift? | | | |
| **Walking & Working Surfaces** | **Yes** | **No** | **Comments:** |
| Are floors and stairs free of liquids and tripping hazards? | | | |
| Is the paint/floor coating in good condition? | | | |
| Are slip resistant surfaces provided on stairs and stairways? | | | |
| Are floor openings and holes protected? | | | |
| Is an adequate barrier provided for service pits when vehicles are not parked over the pit? | | | |
| **Welding, Torching, & Brazing** | **Yes** | **No** | **Comments:** |
| Is welding performed in an area away from combustible materials? | | | |
| Are signs posted "No Smoking" or "Open Flame" in the welding area? | | | |
| Is the machine frame grounded and are safety ground connections provided on portable untis? | | | |
| Is ventilation adequate in areas where welding is performed? | | | |
| **Work Environment** | **Yes** | **No** | **Comments:** |
| Are noise levels acceptable throughout the shop? | | | |
| Is work area's local exhaust vent system adequate for work being performed? | | | |
| Are all grinders equipped with guards and are work rests properly adjusted? | | | |
| **Posting: Emergency Information** | **Yes** | **No** | **Comments:** |
| Are emergency phone numbers posted where they can be readily found in case of an emergency? | | | |
| Are fire evacuation procedures posted? | | | |
| Is emergency information posted in every area where you store hazardous materials? | | | |
| **Fire Prevention Control** | **Yes** | **No** | **Comments:** |
| rerequired?required?weekly | | | |
| Are sprinkler heads protected by metal guards when exposed to physical damage? | | | |
| Are all fire extinguishers inspected and recharged regularly, and noted on the inspection tag? | | | |
| **Walkways** | **Yes** | **No** | **Comments:** |
| Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 48" above any adjacent floor or the ground? | | | |
| **Stairs** | **Yes** | **No** | **Comments:** |
| Does stairways having 4 or more treads have a hand rail? | | | |
| Are steps on stairs and stairways designed as slip resistant? | | | |
| **Exits** | **Yes** | **No** | **Comments:** |
| Are exits properly marked? | | | |
| Can exit doors be opened from the direction of exit travel without the use of a key? | | | |

| Housekeeping | Yes | No | Comments: |
|---|---|---|---|
| Is the shop area clean and uncluttered? | | | |
| Are tools, hoses and cords put away after use? | | | |
| Are all liquids and dirty areas cleaned after work is completed? | | | |
| Are floors clean and serveable? | | | |
| Is the operator break area neat and orderly? | | | |
| Are offices neat and orderly with no tripping hazards? | | | |
| Is the fuel island area and overall grounds clean and uncluttered? | | | |

| Additional Comments |
|---|
| |

# ASM Safety Training Audit Form

## AREA SAFETY MANAGER
# Safety Analysis Audit

**Division:**

**Date:**

| Checklist Item | Site Review | Acceptable | Unacceptable |
|---|---|---|---|
| | | | |
| | | | |
| **Safety Culture** | Safety strategies / action items assigned by ASM have been implemented. | | |
| | Review current safety incentive program, timeliness of awards, employee postings and recognition. | | |
| | Zero Incident Philosophy (ZIP) is being supported and promoted | | |
| | Safety board utilized and up to date. | | |
| | Safety posters and related items are used effectively and changed regularly. | | |
| | Facility Safety Inspections are conduced regularly and problems documented and corrected in a timely manner. Review last two inspections. | | |
| | Safety meetings held monthly with agenda and notes kept. Are they are forwarded to VP of Safety for the East or West? (check last 3 months) | | |
| | Are employees' copies of the Safety Culture Guide available? | | |
| | Appropriate managers have been properly trained in its use | | |
| | All provisions of the manual have been implemented and proper training conducted | | |
| | Is there a copy of the System Safety Program Plan (SSPP) available? | | |
| | Is there a copy of the System Security and Emergency Preparedness Plan (SSEPP) available? | | |
| | Are daily safety messages distributed and promoted by dispatch? | | |
| | | | |
| **Division Safety Plan** | A written division-specific Safety Action plan has been developed | | |
| | The plan is being utilized | | |
| | The plan is signed by the General Manager | | |
| | The plan clearly supports company goals and operating practices | | |
| | Employees have been made aware of the division's goals and objectives and are actively working towards achieving the stated goals and objectives | | |
| | The plan is periodically updated with task completion dates | | |
| | | | |
| **MV Safety Point Policy** | Division is following MV's safety point policy | | |
| | Records of employee incidents are maintained with evidence of consistent application of the Safety Point Policy | | |
| | Remedial training is incorporated into the corrective action plans | | |
| | | | |
| **Training Staff** | Trainers (staff and BTW) should be fully qualified and authorized, listed appropriately in accounting and personnel documents, have the hiring process and qualifications available, and provide and document training. | | |
| | Training personnel should be properly uniformed. | | |
| | | | |
| **Training Program** | Location training program must comply with the MV Transportation training manual as well as contractual and/or proposal requirements. | | |
| | Training materials are to be complete, up to date, and in good condition (videos, poster, books, etc.). | | |
| | Training room and/or other training facilities are to be clean, neat, and conducive to professional instruction. | | |
| | MV's training programs are being utilized at the division | | |
| | All training activities are documented and describe the training, names of participants and signatures of trainees | | |
| | Training includes OSHA and DOT training requirements (as applicable) | | |
| | | | |
| **Training and Development** | MV's current New Hire Operator Training program is being utilized at the division | | |
| | All annualized required safety training is completed and documented (ie Hazard Communication, Bloodborne Pathogen, Lockout Tagout, etc) | | |
| | All initial and remedial training is properly documented | | |
| | Division utilizes DriveCam to identify high-risk employees for training (where applicable) | | |

| Checklist Item | Site Review | Acceptable | Unacceptable |
|---|---|---|---|
| | | | |
| | | | |
| **Monitoring - includes DriveCam if at the division** | Ride-checks are conducted according to policy and are included in performance reviews. Pull-ins and pull-outs monitored regularly. Retraining conducted according to schedule and needs to be documented appropriately. | | |
| | Documented date when last pullout inspection was completed. | | |
| | Accidents documented appropriately and files forwarded to corporate. Disciplinary action taken where appropriate. Post-accident testing conducted according to policy. Accident trends analyzed and incorporated into training program. | | |
| | DriveCam managed effectively | | |
| | DriveCam counseling done on a daily basis | | |
| | DriveCam recognition conducted in safety meetings | | |
| | Are ride checks being performed on a regular basis? | | |
| | Number of Ride Checks performed in last 30days? | | |
| | | | |
| **Certifications and logging requirements** | Review safety tracker log for expiration dates of various certs. | | |
| | Review Cert Book (pull notices, etc all current). | | |
| | Are pull notices signed and dated? | | |
| | OSHA log up to date (includes light duty report). | | |
| | | | |
| **Record Keeping** | Is all operator training documented and on the operator training log? | | |
| | Are operator training hours documented on T-O2 cards? | | |
| | Do operators have current license with proper endorsements? | | |
| | Do operators posses proper VTT or GPPV where applicable? | | |
| | | | |
| **Recruiting** | Recruitment methods documented and tracked for cost effectiveness. Best practices identified and expanded on. | | |
| | Number of operators short? | | |
| | Is the division fully staffed with operators? | | |
| | Date of last class? | | |
| | Number of new hires in last class? | | |
| | | | |
| **Drug & Alcohol** | Have all employees taken a pre-employment drug test and coordinated new-hire qualifications through the Elk Horn Support Center? | | |
| | Have all employees involved in a FTA reportable incident received a FTA D & A Test? | | |
| | Have all employees that have received a drug test other than a pre-employment received an alcohol test also? | | |
| | Are reasonable suspicion tests accompanied with the RS Checklist? | | |
| | Are D & A tests performed for all preventable work comp injuries? | | |
| | Have supervisors received reasonable suspicion training and if so is it documented? | | |
| | | | |
| **Building** | Are any extension cords lying in aisles or walkways? | | |
| | Are electrical devices plugged in multi-prong extension cords w/out surge protector. | | |
| | Are spills cleaned up immediately when noticed? | | |
| | Are file and desk drawers closed when not in use? | | |
| | Are exits properly marked? | | |
| | Are evacuation maps posted in conspicuous area? | | |
| | Are employees aware of designated assembly? | | |
| | Are restrooms clean, orderly, and stocked? | | |
| | Are aisles clear? | | |
| | Are stairwells and stairways clear with serviceable handrails | | |
| | Are extension cords plugged into extension cords? | | |
| | Are areas well lit if work is done at night? | | |

| Checklist Item | Site Review | Acceptable | Unacceptable |
|---|---|---|---|
| | | | |
| | | | |
| **Maintenance** | Is the maintenance floor clean of free oil spills or slick spots? | | |
| | Are maintenance personnel wearing safety glasses? | | |
| | Is proper footwear being worn? | | |
| | Are trip hazards present in the shop area? | | |
| | Are all machinery fitted with proper guards? | | |
| | Are extension cords plugged into extension cords? | | |
| | Are boxes or any items stacked more than two high creating an unsafe situation? | | |
| | Are hoses rolled up when not in use? | | |
| | Are drums holding chemicals properly labeled? | | |
| | If forklifts exist, are the individuals operating it certified? | | |
| | Are Lockout/Tagout procedures in place? | | |
| | Are waste oil and anti-freeze located in labeled barrels? | | |
| | Is waste area clean and orderly? | | |
| | Are aerosol cans stored in fire proof cabinets? | | |
| | Are oily rags disposed of in their proper container (covered metal waste cans)? | | |
| | Are mechanics wearing hard hats when working under vehicles? | | |
| | Are safety glasses for visitors provided in accessible an area? | | |
| | Are air compressors protected from damage by vehicles (barriers)? | | |
| | | | |
| **Facility Inspections** | Inspections are conducted on a monthly basis by the General Manager | | |
| | A system for corrective action is in place to correct deficiencies | | |
| | Key personnel assist in the inspections | | |
| | | | |
| **Incident Investigation** | All incidents are investigated | | |
| | Division follows specific policies and procedures to properly conduct incident investigations in accordance with MV incident reporting guidelines | | |
| | Photographs are taken promptly after an incident has occurred | | |
| | Follow-up corrective action is taken after an incident | | |
| | Division tracks accident causation, developing trends with which to combat future incidents | | |
| | Division focuses training efforts on accident prevention and trending | | |
| | | | |
| **Location Safety Committee (LSC)** | LSC committee meets at least monthly | | |
| | Records/minutes of meetings are retained and posted on employee bulletin board | | |
| | Committee is in a position to recommend and implement changes in safety related activities | | |
| | Property damage incidents, vehicle incidents and injuries are reviewed regularly for cause resulting in recommendations for corrective action (NOTE: LSC should not determine preventability of incidents unless mandated by client) | | |
| | General Manager must sign off on minutes of LSC meetings | | |
| | Committee speaks at safety meetings (on progress) | | |
| | Committee participates in facility inspections, vehicle inspections, job hazard analysis, root cause analysis, etc. | | |
| | | | |
| **Safety Awards/Employee Recognition** | A bulletin board that includes recognition of employees who exhibit safe practices is displayed | | |
| | Division is up-to-date with the Katherine McClary Operator -of-the-Quarter/ Year Program | | |
| | Division utilizes creative ways to recognize employees who have demonstrated consecutive yearly safety performance through additional rewards, pins, patches, etc. at monthly safety meetings | | |
| | | | |
| **Claims Management** | Division is familiar with and has a current status reports on open claims | | |
| | General manager is involved in monthly claims review meetings | | |
| | Division follows MV's light duty/transitional work program | | |
| | Division works with Risk Management, adjusters and/or doctors to obtain medical release for light duty | | |
| | When light duty releases are obtained, division modifies existing jobs to accommodate the worker | | |
| | Division consistently classifies all incidents in accordance with the National Safety Council's definition of a preventable incident | | |
| | Division actively participates in aggressive subrogation | | |

| Checklist Item | Site Review | Acceptable | Unacceptable |
|---|---|---|---|
| | | | |
| | | | |
| **DOT Hours of Service of operator (Where Applicable)** | Division can produce prior 6-months' time records for operators selected at random | | |
| | Time records are completed legibly in the form and manner prescribed by applicable regulations | | |
| | Division requires operators to report any other compensated work performed outside the company | | |
| | Independent supporting documents are retained and used to verify the accuracy of operators' logs and other time records | | |
| | The division has a system to effectively control operators' hours of service | | |
| | | | |
| **Operator Vehicle Inspection Reports (Select approximately 25)** | A copy of the previous DVI is carried on the vehicle | | |
| | Necessary safety related repairs are consistently made (as verified w/maintenance records) | | |
| | Mechanics sign the DVI only when defects have been noted and verified as corrected or not necessary | | |
| | Division prohibits the use vehicles that have been identified with safety related problems until defects are corrected | | |
| | | | |
| **OSHA 300 Log** | OSHA Log is correctly maintained | | |
| | Entries are made within six days of injury reported | | |
| | Log Summary is posted from February 1 – April 30 annually | | |
| | Logs are retained for five years | | |
| | | | |
| **Control of Hazardous Energy – Lockout/Tagout** | Lockout procedures are specific to individual equipment | | |
| | Applicable employees have been trained in general program elements as well as procedures for applicable equipment | | |
| | Documentation of training has been retained | | |
| | Annual reviews of the program including procedural elements are conducted | | |
| | | | |
| **Servicing Multi- and Single-Piece Tire Rims** | Tire cages are used for tire inflation on single or multi-piece rims when the tires are not on the vehicle | | |
| | All vehicle service personnel are trained and training is documented | | |
| | Required posting is displayed in the tire repair area | | |
| | | | |
| **Powered Industrial Trucks (PIT)** | Division has a written program regarding safe operation of PITs and transporting passengers on the PIT is expressly prohibited, unless PIT is otherwise designed | | |
| | PIT operators have been trained in safe operation and recertification training must be conducted every three years | | |
| | Daily inspection checks are performed before PITs are operated | | |
| | All training activities regarding PITs have been documented | | |
| | Engines are shut off during refueling (if applicable) | | |
| | Maintenance records are retained for twelve months, or there is a routine maintenance agreement with a vendor | | |
| | Seatbelt, lights, horn, bumpers, backup warning, etc. are well maintained | | |
| | | | |
| **Machine Guarding** | Blades, vertical belts, horizontal shafts, gears. sprockets, chains, flywheels and horizontal belts and ropes are guarded when within 7 feet of floor or work platform | | |
| | Work rests are adjusted to a distance of 1/8 – 1/16 inch clearance on abrasive wheel grinders to prevent work from becoming jammed | | |
| | The tongue guard has a maximum distance of ¼ inch clearance on abrasive wheel grinders | | |
| | Face protection is provided and used | | |

| Checklist Item | Site Review | Acceptable | Unacceptable |
|---|---|---|---|
| | | | |
| | | | |
| **Portable Power Tools and Equipment** | There is a documented inspection program for portable power tools | | |
| | There are no evident problems with tools | | |
| | Jacks are legibly marked with their capacity ratings | | |
| | All defective jacks, jack stands and tools are tagged out-of-service | | |
| | Jacks and jack stands are inspected at least every 6 months for rated bolts, rating markings, cracks, damage, etc. | | |
| | | | |
| **Welding and Cutting** | Hot Work Permits are required when working around combustible and flammable materials | | |
| | All welders (including ARC welders) have been trained in job hazards, the Hot Work Permit System and other applicable procedures | | |
| | Proper types of fire extinguishers are affixed to all gas and electric welders | | |
| | | | |
| **Hazard Communications (HAZCOM) Program** | There is a written HAZCOM program available | | |
| | Division maintains a current inventory of chemicals used in the work place | | |
| | Material Safety Data Sheets (MSDS) are kept current and are readily available | | |
| | Every employee who has the potential for being exposed to chemicals has been trained upon their initial employment as well as when new chemicals are introduced into the worksite | | |
| | All hazardous substances are labeled | | |
| | Labels must identify the substance, links to MSDSs and include physical and health warnings | | |
| | | | |
| **Personal Protective Equipment (PPE)** | Division has conducted a formal risk assessment to determine the proper type of PPE (eye, hand, head, hearing, etc.) to be worn at specific locations and/or while performing specific tasks | | |
| | All applicable PPE is provided to employees | | |
| | Employees have been trained on the proper use, care and fit of PPE. | | |
| | | | |
| **System Security and Emergency Preparedness Plan (SSEPP) and Fire Protection** | Site-specific Emergency Action Plan has been developed | | |
| | Maps are posted in each work area designating rally points outside the facility and showing escape routes and emergency exits | | |
| | Plan procedures are specified and job titles of emergency coordinators are documented, including methods of reporting fires and other emergencies | | |
| | Employees received current training (documented) in plan components and individual responsibilities have been designated | | |
| | Emergency evacuation drills have been documented within the past 12 months. | | |
| | Fire drills are conducted at a minimum of once a year | | |
| | Fire extinguishers and emergency egress are checked monthly | | |
| | Division has documented training and periodic drills as required by the SSEPP | | |
| | | | |
| **Other** | Wage scale posted and accurate? (Non-Union Locations) | | |
| | Is the MV attendance program implemented? | | |
| | Job vacancies posted? | | |
| | Are federal and state compliance posters in place? | | |

INSPECTED BY: _____ Date _____

# Injury and Illness Prevention Program



# Injury and Illness Prevention Program 2018

MV TRANSPORTATION, INC.
2711 N. Haskell Ave.
Suite 1500 LB-2| Dallas, TX 75204
www.mvtransit.com

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# 1. Introduction

The management of MV Transportation, Inc. recognizes that the health and safety of its employees is of paramount importance to the successful operation of its business. Employees have a right to expect a safe and healthy working environment and safe job methods and practices. For that reason, MV holds safety and health as its highest value.

MV managers and supervisors are responsible for maintaining healthy and safe working conditions and for the implementation of MV's Injury and Illness Prevention Program (IIPP) in their respective departments and at their respective locations.

Employees are expected to follow safe work practices and procedures and adhere to all safety rules. All employees must take an active role in protecting themselves and fellow workers. Employees are expected to detect and report unsafe conditions, practices, and behaviors in the workplace.

Every effort will be made to provide adequate training to MV personnel. However, if there is ever any doubt about how to do a job or task safely, it is the responsibility of the employee to ask a knowledgeable, qualified person for assistance before resuming work.

MV personnel are expected to assist management in accident prevention activities. Any potentially unsafe conditions and all on-the-job injuries must be reported promptly to the injured employee's manager or supervisor.

## Approvals

| Name | Signature / Printed Name | Date |
|---|---|---|
| Department Lead: | | |
| Bridges: | | |
| Human Resources: | | |
| Executive Approval: | | |

Note: The references herein to "MV" or "MV Transportation" describe MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

## 1.1. Objectives

The objective of the safety policy/program and administrative procedure is to prevent accidents, reduce personal injury and occupational illness, and comply with all safety and health standards. Through employee training, education and participation in this program, MV hopes to develop and maintain employee awareness, health, and safety.



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Program Objectives:

- To provide employees with a safe environment in which to work through the identification and elimination of hazards
- To ensure that supervisors accept their basic responsibilities for the safety of employees and guarantee the consistent enforcement of safety requirements by all levels of management at all locations
- To make a concerted effort to instill safety awareness in every employee
- To provide employees with the knowledge of safe and effective methods of performing their job through ongoing instruction and training
- To adhere to all local, state and federal safety codes, recognizing that these are considered only minimal safety requirements in many instances
- To make certain each employee understands and accepts that individual safety responsibility is a condition of employment

## 1.2. Safety Policy

Local, state and federal laws, as well as company policy, make the health and safety of MV personnel the first consideration of our business. To be successful in this endeavor, all employees on every level shall adopt positive attitudes towards injury and illness prevention. We must also cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworker. Only through such efforts can our safety program be successful. Our ultimate goal is zero accidents.

## 1.3. Work Conditions

It is the responsibility of all personnel to be watchful of conditions in all work areas that can produce or lead to injuries. MV employees will never be required to do a job that is known to be unsafe, or harmful to one's health or safety. Cooperation in detecting potential hazards, reporting dangerous conditions and limiting workplace risks is the duty of every employee. Employees must inform their supervisor immediately of any situation that is beyond their ability or authority to correct. MV employees **will not** be disciplined or suffer any retaliation for reporting, in good faith, a safety violation or potential hazard.

# 2. Roles and Responsibilities

## 2.1. General Manager

Under the authority of MV's Board of Directors and the chief operating officer (COO), the general manager is responsible for overall management and administration of the IIPP. All levels of management are expected to fully support the safety director and ensure that all safety practices and procedures are uniformly and fairly enforced.

## 2.2. Safety Manager

The safety manager has the authority and responsibility to develop and implement the IIPP at his/her division.

## 2.1. Supervisors or other Lead Personnel

Each supervisor is responsible for implementing the IIPP in his/her work area, and for answering employee questions about the IIPP. Supervisors must keep a current copy of the IIPP available to employees upon request.

In addition, supervisors have full responsibility in providing employees with an understanding of the safe and effective methods of performing their job, through continuing instruction and training as well as ensuring they adhere to all local, state and federal safety codes. A supervisor's failure to provide employees under their direction with the proper training will result in disciplinary action and may be grounds for dismissal.

# 3. Participation and Compliance

## 3.1. Employee Agreement to Participate

A safe and healthy workplace is among MV's highest priorities. All personnel are expected to use safe work practices at all times. While MV cannot anticipate every workplace hazard, the following general principles should serve as a guide for MV personnel:

- Always be safety conscious
- Know the safety procedures and responsibilities related to your job
- Discuss safety situations with your supervisor and/or the safety manager
- Attend all required safety training and safety meetings
- Read all posters and warnings
- Listen to instructions carefully
- Use safe workplace practices
- Participate in accident investigations as requested
- Accept responsibility for the safety of yourself and others
- Maintain all required documentation

As a condition of employment with MV, employees must read and understand this IIPP and know where to find an updated copy. It is the employee's responsibility to ask a supervisor or the safety manager for assistance and further explanation should any provisions of the IIPP be unclear.

Employees who follow safe and healthy work practices will have this fact recognized and documented on their performance reviews. Employees who are unaware of correct safety and health procedures will be trained or retrained as described in Section 4.0.

Willful violation of safe work practices may result in disciplinary action in accordance with company policies.

## 3.2. Compliance

Managers and supervisors are obligated to ensure all safety and health policies are clearly communicated and understood by MV personnel. To ensure compliance, MV shall:

- Conduct safety orientations for new employees;
- Recognize employees that perform above and beyond MV safety policies;
- Promptly distribute or post updates and notices, via written or electronic means (e.g. bulletin boards, newsletter, etc.);

- Conduct periodic safety meetings;
- Provide formal and informal training;
- Encourage employee reporting of unsafe conditions; and
- Discipline personnel for failure to comply with safety policies.

## 3.3. Consequence of Non-Participation

Personnel who purposefully or willfully fail to comply with the established policies and procedures outlined in this IIPP, will be subject to disciplinary action, up to and including termination.

# 4. Safety Training and Communication

## 4.1. Overview

In order to maintain a safe and healthy work environment as well as complying with local, state, and federal safety codes, MV requires all personnel receive general and job-specific safety training and emergency information. Directors and managers are responsible for ensuring supervisors are fully trained and knowledgeable in safety and health hazards to which employees under their immediate direction and control may be exposed.

## 4.2. Training

Supervisors are responsible for ensuring all personnel under their direction receive training on general workplace safety as well as safety issues specific to their job. This includes safety orientation for new employees and any additional training needed for job-specific hazards. Employees must complete this training before they can work unsupervised.

Training and educational information will be provided when:

- There have been significant revisions to the IIPP;
- Employees are initially hired;
- Employees are given a new job assignment where training has not been received;
- New substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- An employee is found in violation of MV policies and procedures;
- A new hazard has been discovered; or
- As needed, for any reason deemed necessary.

Training topics may include, but are not limited to, the following subjects:

- Contents of the IIPP
- Names of MV safety and health personnel and site safety responsibilities
- Safe work practices for job-specific assignments
- Fire prevention and protection measures and location of portable fire extinguishers, sprinkler systems, and smoke and/or fire alarms
- Chemical and physical hazard identification in specific work areas
- Emergency procedures and locations of first aid supplies and other emergency equipment
- Disaster preparedness and response, including building evacuation procedures
- Back care, body mechanics, and proper lifting techniques

- Hazard communication, including training on safety data sheets (SDS), chemicals hazards, and container labeling
- Proper housekeeping
- Chemical spill reporting procedures

The safety manager, supervisor, and/or his/her designee shall conduct monthly safety meetings on topics of interest which are relevant to their employees' work activities. Employees will be given an opportunity to ask questions and to raise any safety concerns. These meetings will also provide an opportunity to review the specific causes and corrective actions for any occupational injury, illness, or near misses that have occurred in the prior months.

## 4.3. Communication

MV values open communication between management and personnel on all matters pertaining to safety and health. The system of communication consists of:

- Workplace safety and health training;
- Posted, or distributed safety-related informational material;
- A system for employees to anonymously inform management about workplace hazards;
- When necessary, provide translation to effectively communicate safety and health concerns; and
- Hazard identification and abatement.

## 4.4. Workplace Inspections

Supervisors will review work operations daily for compliance with safe work practices and standard operating procedures. At least monthly, each supervisor or his/her designee will conduct more in-depth inspections to identify workplace hazards and unsafe conditions or work practices.

Additional inspections will take place when:

- The IIPP is initially established;
- Occupational injury or illness has occurred;
- Workplace conditions warrant an inspection; or
- Whenever a supervisor is made aware of a new or previously unrecognized hazard.

A record of the inspection and discrepancies found shall be maintained by the safety manager and a follow-up action plan shall be established to ensure that corrective measures are taken. The safety manager will also conduct periodic walkthroughs at his/her division.

## 4.5. Abatement of Unsafe Conditions

Whenever an unsafe or unhealthy condition, practice, or procedure is observed, discovered, or reported, the safety manager or his/her designee will take appropriate corrective measures in a timely manner based upon the severity of the hazard. Inspection findings will be prepared in writing and maintained by the safety manager.

Employees will be informed of the hazard and interim protective measures taken until the hazard is corrected. If the hazard cannot be immediately abated, all personnel shall be removed from the affected area. Access to the area will be controlled until the safety of personnel can be assured.



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# 5. Incident Investigation

## 5.1. Incident Investigation

The first response, by a supervisor to an incident, is to begin an incident investigation immediately and submit a preliminary report to the safety manager within 24 hours. The focus must be to place priority on learning as much as possible about what happened and to identify means to prevent similar occurrences in the future.

The incident investigation shall detail such things as:

- The reported injury/illness
- Close Calls: These are safety related incidents which could have resulted in an injury/illness (e.g. chemical spills, fires, equipment left running, water leaks around electrical equipment, slip/trip/fall hazards not marked)
- Underlying causes of the incident

## 5.2. Reporting an Injury Incident

Every work-related injury requiring more than a Band-Aid, no matter how minor, must be reported to the supervisor, general manager, or maintenance manager.

- Employees are responsible for reporting all illnesses, injuries, exposures incidents, property damage, near misses, and hazardous situations immediately or before the end of their shift;
- Participating in the incident investigation; and
- Completing the appropriate forms and contact information.

## 5.3. Procedure

The following procedure for documenting the illness and injury investigation is as follows:

- Use an unbiased approach to finding the cause of the injury.
- Develop an analysis of what happened, how it happened, and how it could have been prevented.
- Visit the scene of the incident as soon as possible (when it is safe to do so) to obtain important details from witnesses while those detail are fresh in their minds.
- If possible, interview the injured worker at the scene.

- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the injury/illness even if they did not actually witness it.
- Consider taking statements in cases where facts are unclear or there is disagreement about the facts.
- Document details graphically. Use sketches, diagrams and photos as needed and take measurements when appropriate.
- If a third party or defective product contributed to the injury, save any evidence. It could be critical to the recovery of claims costs.

Serious injuries, illnesses, or death of an employee must be reported to as soon as possible, within eight (8) hours to risk management and the regional vice president. Serious injury or illness means an injury or illness which requires: inpatient hospitalization for more than 24 hours for other than observation, a loss of any member of the body, or any serious degree of permanent disfigurement.

# 6. *Record Keeping*

## 6.1. Scheduled Inspections

The safety manager will maintain records of formal inspections for at least three years. These records will include at minimum the work location, date of inspection, inspector's name, and description of any hazards or unsafe condition identified and corrective actions implemented.

## 6.2. Safety and Health Training

Documentation of safety meetings and training is the responsibility of the safety manager and/or his/her designee. Training must be documented using written sign-up sheets that show at minimum the date of training, the names of personnel in attendance, topics discussed, and the instructor's signature. Copies of any written training materials will be retained to document specific training content. This documentation will be retained for at least three years.

## 6.3. Injury or Illness Report

The purpose of the safety program is to limit the incidence of error and carelessness through awareness. Record keeping and review of accident/injury records is one way to maintain awareness and avoid a recurrence of a similar event.

Basic records that shall be maintained:

- Employer's Report of Occupational Injury or Illness
- Annual Log and Summary Report of Occupational Injuries and Illness

The responsibility of completing these records shall be that of the safety manager or his/her designee. All reports must be maintained for no less than five years.

# *7. Acknowledgement Forms*

## RECEIPT AND ACKNOWLEDGEMENT OF POLICY AND TRAINING

## INJURY AND ILLNESS PREVENTION PROGRAM

I_____confirm that I have received a copy of the document titled: "Injury and Illness Prevention Program" and understand its provisions.

I further confirm that I have received training pursuant to this Program.

Signed: _____

Title: _____

Date: _____

# Good Faith Effort

# DBE Call Log for City of Madera - Management and Operation of CIty of Madera Transit Division Services RFP No. 201718-10

| Company Name | Description of Services/NAICS Codes | GFL Mailed via USPS | GFL Emailed | GFL Faxed | Initial Communication (if any) | Phone call | Quote Received (Y/N) | Commitment Made (Y/N) | Rationale (If NO commitment Made) |
|---|---|---|---|---|---|---|---|---|---|
| CUSTOM GIFT CREATIONS | D2380 APPAREL & ACCESSORIES MANUFACTURING; D3950 PENS, PENCILS, OFFICE, & ART SUPPLIES; I8990 SERVICES, NEC; D2350 HATS, CAPS, & MILLINERY; F5130 APPAREL, PIECE GOODS, & NOTIONS; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 2:39p and left message. | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| ESIARP LLC | C8705 DESIGN; D2380 APPAREL & ACCESSORIES MANUFACTURING; F5132 Uniforms; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 2:45p and unable to leave message | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| FLYING LEAP, INC | F5910 DRUG STORES & PROPRIETARY STORES; F5130 APPAREL, PIECE GOODS, & NOTIONS; F5132 Uniforms; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 2:50p, no response | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| GEMMITI MODEL ART | C8705 DESIGN; D3950 PENS, PENCILS, OFFICE, & ART SUPPLIES; I7336 COMMERCIAL ART AND GRAPHIC DESIGN; C8704 ARCHITECT; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 3:09p and left message | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| LA UNIFORMS & TAILORING | F5660 SHOE STORES; F5620 WOMEN'S CLOTHING STORES; F5132 Uniforms; F5610 MEN'S & BOYS' CLOTHING STORES; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 3:20p, number not working | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| SHORE SOLUTIONS INC | F5110 PAPER & PAPER PRODUCTS; F5190 MISC NONDURABLE GOODS; F5090 MISC DURABLE GOODS; F5132 Uniforms; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 3:25p and left message | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| U-FRAME IT, INC. | D3950 PENS, PENCILS, OFFICE, & ART SUPPLIES; F5990 RETAIL STORES SUPPLIER; | 6.26.18 | 6/26/18 and 7/5/2018 | 6.26.18 | N/a | 7/2/18 -SM called at 3:30p and spoke to woman (no name given) she will email. | No | No | No response to outreach. MV national accounts used for most cost effective proposal. |
| Teams by Design | | email only | 7.5.2018 | email only | N/a | 7/5/18 - SM left voicemail, no repsone. | no | no | No response to outreach. MV national accounts used for most cost effective proposal. |
| | | | | | | | | | |
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# Proof of Publication

**(2015.5 C.C.P.)**

**SOLICITING DBE VENDORS**

**MV TRANSPORTATION INC**

**STATE OF CALIFORNIA ) ) ss.**
**County of Madera )**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of General circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1966, Case Number 4875 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

MV Transportation, Inc. would appreciate letters of interest from DBE firms currently certified with the California Unified Certification Program (CUCP) for the following services: Uniforms& Office Supplies. Please contact Sherita.Moeser@mvtransit.com for additional information.
No.1632 June 30, 2018

JUNE 30, 2018

**I certify or declare under penalty of perjury that the foregoing is true and correct.**

Signature

DATED: JUNE 30, 2018

MADERA TRIBUNE
2591 MITCHELL CT STE 107
MADERA, CA 93637
(559) 674 2424
MERCH# 890100186626S0

Merchant ID: 2650
Term #: 0002 Store #: 0001
Ref #: 0001

## Phone Order

XXXXXXXXXXXX9018
VISA Entry Method: Manual

Total: $ 29.25

06/26/18 12:38:22
Inv #: 000001 Appr Code: 098214
Transaction ID: 308177707029211
Approvd: Online BatchN: 000172

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

JANET SULLIVAN
CUSTOM GIFT CREATIONS
1153 CREST DRIVE
ENCINITAS, CA 92024

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

MV Transportation, Inc. is proposing on the above referenced projects as a prime consultant and would appreciate letters of interest from D/SBE firms who are currently certified with the California Unified Certification Program (CUCP) for the following services:

***Office Supplies and Uniforms***

This project will operate transit services in Madera, CA and surrounding areas. The RFP documents are available from our offices or from the City of Madera directly.

PLEASE NOTE: YOU MUST BE CERTIFIED WITH THE CUCP TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT. Should you need any assistance in determining your D/SBE status or obtaining certification, please immediately contact the CUCP. If you require additional advice and/or assistance in this process, obtaining bonds, lines for credit, or insurance required by the City of Madera or MV, please feel free to contact me at Cristina.Russell@mvtransit.com

MV Transportation is an Equal Opportunity Employer, and as a matter of policy, encourages the participation of Disadvantaged & Small Business Enterprises. If you are interested in participating in this project, please submit a copy of your D/SBE certificate and a brief company bio to Sherita Moeser, Administrative & Compliance Assistant at 707-655-4334 (fax) or Sherita.Moeser@mvtransit.com.

Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

WARAIRE BOSWELL
ESIARP LLC
834 S. BROADWAY AVE.
LOS ANGELES, CA 90014

Via U.S. Mail, Fax & Email

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

ANITA DIGIORGIO LEOPOLD
FLYING LEAP, INC
2854 NORTH HILLS DRIVE NE
ATLANTA, GA 30305

Via U.S. Mail, Fax & Email

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

LISA GEMMITI
GEMMITI MODEL ART
2131 FOLSOM STREET
SAN FRANCISCO, CA 94110

Via U.S. Mail, Fax & Email

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

SHAKIBA REZA
LA UNIFORMS & TAILORING
15625 HAWTHORNE BLVD.
LAWNDALE, CA 90260

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

MV Transportation, Inc. is proposing on the above referenced projects as a prime consultant and would appreciate letters of interest from D/SBE firms who are currently certified with the California Unified Certification Program (CUCP) for the following services:

*Office Supplies and Uniforms*

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

ELIZABETH VALENZUELA BANKER
SHORE SOLUTIONS INC
1120 E. BAY BLVD.
CHULA VISTA, CA 91911

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

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*Office Supplies and Uniforms*

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

ADRIANNA CRUZ
U-FRAME IT, INC.
6203 LANKERSHEIM BLVD.
NORTH HOLLYWOOD, CA 91606

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

## Sherita Moeser

**From:** Sherita Moeser
**Sent:** Tuesday, June 26, 2018 11:15 AM
**To:** customgift@cox.net; wb@wbi.me; anita_l@bellsouth.net; lisa@gemmiti.com; LA.UniformAndTailor@gmail.com; liz@yourshoresolutions.com; uframit@aol.com
**Cc:** Sherita Moeser
**Subject:** Certified DBE Owned Businesses sought for project in the City of Madera, California

June 26, 2018

Via U.S. Mail, Fax & Email

Project: RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
Owner: City of Merced
Bid Date: 07/09/2018

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Sincerely,

Cristina Russell
Vice President

**Sherita J. Moeser**
Administrative Assistant, Client Proposals
MV Transportation, Inc.

Office: 707.761.8222

Fax: 707.655.4334
www.mvtransit.com




*This electronic transmission and any attachment(s) contain information that may be confidential and is for the sole use of the intended recipient. Please be advised that any use, dissemination, distribution or copying is strictly prohibited. If you believe you have received this message in error, please notify the sender immediately by return email and permanently delete the original message(s) from your computer. Thank you.*

## Sherita Moeser

**From:** Sherita Moeser
**Sent:** Thursday, July 5, 2018 8:34 AM
**To:** customgift@cox.net; wb@wbi.me; anita_l@bellsouth.net; lisa@gemmiti.com; LA.UniformAndTailor@gmail.com; liz@yourshoresolutions.com; uframit@aol.com; teamsbydesign3@comcast.net
**Cc:** Sherita Moeser
**Subject:** RE: Certified DBE Owned Businesses sought for project in the City of Madera, California

Good Morning

This project has been extended to Aug. 8, 2018. If interested please see message below.

Thank you!

**Sherita J. Moeser**
Administrative Assistant, Client Proposals
MV Transportation, Inc.

Office: 707.761.8222
Fax: 707.655.4334
www.mvtransit.com




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**To:** customgift@cox.net; wb@wbi.me; anita_l@bellsouth.net; lisa@gemmiti.com; LA.UniformAndTailor@gmail.com; liz@yourshoresolutions.com; uframit@aol.com
**Cc:** Sherita Moeser <sherita.moeser@mvtransit.com>
**Subject:** Certified DBE Owned Businesses sought for project in the City of Madera, California

June 26, 2018

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

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Sincerely,

Cristina Russell
Vice President

**Sherita J. Moeser**
Administrative Assistant, Client Proposals
MV Transportation, Inc.

Office: 707.761.8222
Fax: 707.655.4334
www.mvtransit.com

We provide freedom.

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**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

ADRIANNA CRUZ
U-FRAME IT, INC.
6203 LANKERSHEIM BLVD.
NORTH HOLLYWOOD, CA 91606

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

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Sincerely,

Cristina Russell

Cristina Russell
Vice President

## Sherita Moeser

**From:** Fax2Mail Powered by EasyLink Services <reports@reply.fax2mail.com>
**Sent:** Tuesday, June 26, 2018 1:21 PM
**To:** Sherita Moeser
**Subject:** U-Frame It, Inc.

| MAIL2FAX DETAILED DELIVERY REPORT | |
|---|---|
| **Attention** | Sherita Moeser |
| **Job Number** | 1446996922 |
| **Sent By User** | F2M/34258513113 |
| **Entered Fax2Mail System** | 06/26 15:17 |
| **Report Generated** | 06/26 15:20 |
| **Subject** | U-Frame It, Inc. |
| **Page Count** | 2 (including cover sheet) |

| SUMMARY | | |
|---|---|---|
| **Sent: 1** | **Errors: 0** | **Cancelled: 0** |
| **Total: 1** | | |

| Destination | Status | Date | Time | Num. Retries |
|---|---|---|---|---|
| 8187817479 | SENT | 06/26 | 15:20 | 1 |

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

LISA GEMMITI
GEMMITI MODEL ART
2131 FOLSOM STREET
SAN FRANCISCO, CA 94110

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

Dear Business Owner:

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Cristina Russell

Cristina Russell
Vice President

## Sherita Moeser

**From:** Fax2Mail Powered by EasyLink Services <reports@reply.fax2mail.com>
**Sent:** Tuesday, June 26, 2018 1:19 PM
**To:** Sherita Moeser
**Subject:** Gemmiti Model Art

| MAIL2FAX DETAILED DELIVERY REPORT | |
|---|---|
| **Attention** | Sherita Moeser |
| **Job Number** | 1446996849 |
| **Sent By User** | F2M/34258513113 |
| **Entered Fax2Mail System** | 06/26 15:16 |
| **Report Generated** | 06/26 15:18 |
| **Subject** | Gemmiti Model Art |
| **Page Count** | 2 (including cover sheet) |

| SUMMARY | | |
|---|---|---|
| **Sent: 1** | **Errors: 0** | **Cancelled: 0** |
| **Total: 1** | | |

| Destination | Status | Date | Time | Num. Retries |
|---|---|---|---|---|
| 4152527577 | SENT | 06/26 | 15:18 | 1 |

**MV Transportation, Inc.**
2711 N. Haskell Ave, Ste 1500 | Dallas, TX 75204 | www.mvtransit.com

June 26, 2018

ANITA DIGIORGIO LEOPOLD
FLYING LEAP, INC
2854 NORTH HILLS DRIVE NE
ATLANTA, GA 30305

Via U.S. Mail, Fax & Email

**Project:** RFP No. 201718-10 – Management and Operation of City of Madera Transit Division Services
**Owner:** City of Merced
**Bid Date:** 07/09/2018

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Cristina Russell

Cristina Russell
Vice President

## Sherita Moeser

**From:** Fax2Mail Powered by EasyLink Services <reports@reply.fax2mail.com>
**Sent:** Tuesday, June 26, 2018 1:19 PM
**To:** Sherita Moeser
**Subject:** Flying Leap, Inc

| MAIL2FAX DETAILED DELIVERY REPORT | |
|---|---|
| **Attention** | Sherita Moeser |
| **Job Number** | 1644605716 |
| **Sent By User** | F2M/34258513113 |
| **Entered Fax2Mail System** | 06/26 15:16 |
| **Report Generated** | 06/26 15:18 |
| **Subject** | Flying Leap, Inc |
| **Page Count** | 2 (including cover sheet) |

| SUMMARY | | |
|---|---|---|
| **Sent: 1** | **Errors: 0** | **Cancelled: 0** |
| **Total: 1** | | |

| Destination | Status | Date | Time | Num. Retries |
|---|---|---|---|---|
| 4043933569 | SENT | 06/26 | 15:18 | 1 |

## Sherita Moeser

**From:** Fax2Mail Powered by EasyLink Services <reports@reply.fax2mail.com>
**Sent:** Tuesday, June 26, 2018 1:48 PM
**To:** Sherita Moeser
**Subject:** Shore Solutions, Inc.

| MAIL2FAX DETAILED DELIVERY REPORT | |
|---|---|
| **Attention** | Sherita Moeser |
| **Job Number** | 1744624741 |
| **Sent By User** | F2M/34258513113 |
| **Entered Fax2Mail System** | 06/26 15:16 |
| **Report Generated** | 06/26 15:47 |
| **Subject** | Shore Solutions, Inc. |
| **Page Count** | 2 (including cover sheet) |

| SUMMARY | | |
|---|---|---|
| **Sent: 0** | **Errors: 1** | **Cancelled: 0** |
| **Total: 1** | | |

| Destination | Status | Date | Time | Num. Retries |
|---|---|---|---|---|
| 6199347480 | ERR | 06/26 | 15:47 | 4 |

Recorded at the Request of:
When Recorded Return to:
City of Madera
City Clerk's Office
205 W. 4th Street
Madera, CA 93637

(Fee waived per Section 27838 & 27388.1 (a)(2)(D) of the Government Code, no fee due, no document tax due)

# LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____, by and between the **City of Madera**, a municipal corporation ("Lessor"), and **MV Public Transportation, Inc.** ("Lessee").

WHEREAS, the Lessor is the owner of the Madera Intermodal Transportation Facility building located on a tract of land in Madera, California, at 123 North "E" Street.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS
   a. Building. "Building" is defined as that certain building known as the Madera Intermodal Transportation Facility building consisting of one story and a total of approximately 2,840 square feet of floor space, located at 123 North "E" Street, in Madera, California, as shown on the attached Exhibits.
   b. Facility. "Facility" shall be defined as the area of 960 square feet within the Building reserved for the exclusive use of Lessee and labeled Facility on the attached Exhibit 'A '.
   c. Common Area. "Common Area" shall be defined as a portion of the waiting area, restroom facilities and entryways of the Building located inside the Building and labeled Common Area on the attached Exhibit 'A'.
   d. Bus Parking Area. "Parking Area" shall be defined as the bus driveways and bus parking areas as outlined and labeled on the attached Exhibit 'B'.

2. FACILITY

The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein that certain part of the Building labeled Facility in Exhibit 'A', which is attached hereto and made a part hereof, situated in the City of Madera, County of Madera, State of California, containing approximately 960 square feet of Building Area, together

with all improvements thereon and appurtenances thereto, excepting therefrom the land upon which the Building and Facility are located; and subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility over and across any part of Lessor's adjacent property which is not part of the Facility, for any purpose contemplated herein, including the Common Area, Galleria, and Bus Parking Area.

As part of the Facility, the Lessor shall provide one Motorola communication base station to Lessee. Said communication system shall be kept in the Facility at all times and maintained by the Lessor. The equipment model and serial number shall be inventoried each year and attached as Exhibit 'C' to this lease.

3. TERM

The term of this lease shall be 30.5 months, commencing December 15, 2018 concluding on June 30, 2021.

4. RENT

Lessee shall pay to Lessor as rent for use of the Facility, $1 shall be made on First Month of occupancy during first year of Lease, and before July 30th on proceeding years of lease. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate in writing as provided herein.

Rent through June 30, 2021 shall be at $1 per year.

5. USE

During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as its only bus terminal for operation of the Madera Area Express and Madera Dial-A-Ride and for uses collateral thereto. The Lessee shall have the right of reasonable access to the Common Area, Galleria, and Bus Concourse Area during normal business hours for the life of this Lease. Other tenants in the "building" shall have reasonable access to the Common Area and Galleria.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Building or any part thereof.

6. LESSOR'S WARRANTY OF TITLE

Lessor represents and warrants that:

a. Lessor will be the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;

b. The Building will remain free and clear of all encumbrances which could adversely affect Lessee's leasehold estate;
c. The intended use of the Building for purposes stated herein is permitted by all applicable zoning laws and regulations; and
d. The Building will comply with all applicable ordinances, regulations, zoning and other laws.

7. QUIET ENJOYMENT

Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Facility for the Term without any encumbrances or hindrance by Lessor. If Lessee's use of the Facility is significantly limited, or denied, through rezoning, environmental impact edict, or other action of any public or quasi-public agency, this Lease, at the sole option of Lessee, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. REPAIRS, MAINTENANCE AND UTILITIES

a. Exterior of Building. Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior side walls.
b. Facility. The Lessee shall provide, perform and pay for day-to-day janitorial services for the Facility, as defined in Subsection 1.b. above. The Lessee shall pay the total cost of its telephone and communication services and its ProRataShare, as defined in Section 8d below, of the gas and electricity used at the Facility.
c. Interior of Building. Except as provided in Subsections a. and b. above, the Lessor shall provide, perform, and pay all costs for maintenance, repairs, janitorial, garbage and rubbish services, sewer, water, , maintenance and janitorial supplies, security costs, and all other public utility services for the Building during the term of this Lease, or any renewals thereof as provided herein; and Lessee shall, upon receipt of a proper accounting from Lessor, reimburse Lessor for said costs on a monthly basis its ProRataShare of said costs as determined by reference to Subsection d. below.
d. ProRataShare Computation. Wherever in this Lease the Lessee agrees to provide, perform or pay its ProRataShare of services or costs, the Lessee shall provide, perform or pay a percentage of the total of said services or costs, as determined by this subsection and defined herein as "ProRataShare".

For the purpose of this Lease:

The "Interior Area" shall mean the total square footage of leasable floor space in the interior of Section 'A' of the Building. Such square footage is determined to be 1120 square feet.

The "Facility Area" shall mean the square footage of the Facility equaling 960 square feet.

The "ProRataShare" hereby defined, shall be the ratio of the Facility Area to the Interior Area where the area designated as "Taxi" in Exhibit 'A' is in use by someone other than Lessee. The "ProRataShare" shall include the costs of such services for the entire Interior Area where the area indicated as "Taxi" on Exhibit 'A' is not in use by anyone.

9. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Building or diminish the value of the property;
b. All alterations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;
c. Lessee shall keep the Facility and every part of the Building free and clear of any mechanic's liens or materialmen's liens arising out of the construction of any such alterations or improvements.
d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this lease or any renewal or extension of this lease.
e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility or Building caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility or Building at any time.

10. MECHANIC'S LIENS

The Lessor and Lessee agree to keep the Building free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the

benefit of the Building and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION

If the Facility or Building is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility or Building to a good tenantable condition. All rent shall wholly abate in case the entire Facility or Building is untenantable or shall abate pro rata for the portion rendered untenantable in case a part only is untenantable, until the Facility and Building is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond lessor's reasonable control. If (i), Lessor shall not commence such repair or restoration within thirty (30) days the "Deadline Date" after such damage or destruction shall occur or (ii), it is determined that repair or restoration will require more than one hundred twenty (120) days to complete, Lessee may after, in the case of (i), the Deadline Date, or (ii), the date of the occurrence of the casualty, at its option, terminate this Lease by sending the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Building or Facility in the event of damage or destruction of said property.

12. INSURANCE

Without limiting Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

*Minimum Scope and Limits of Insurance*

Lessee shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Lessee arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Lessee shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.
- Property insurance against all risks of loss to any Lessee improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

*Maintenance of Coverage*
Lessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Lessee, his agents, representatives, or employees as specified in this Agreement.

*Proof of Insurance*
Lessee shall provide to the Lessor certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Lessor prior to commencement of performance. Current evidence of insurance shall be kept on file with the Lessor at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

*Enforcement of Contract Provisions (non estoppel)*
Lessee acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor, nor does it waive any rights hereunder.

*Specifications not Limiting*
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

*Notice of Cancellation*
Lessee agrees to oblige its insurance agent or broker and insurers to provide to the Lessor with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*
Any self-insured retentions must be declared to and approved by the Lessor. The Lessor reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Lessor's Risk Manager.

*Timely Notice of Claims*
Lessee shall give the Lessor prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*
Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

13. SIGNS

Any and all signs or advertisements of any nature extending into, on, or located over the Building, Facility, or Bus Concourse Area, shall conform to all City of Madera, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by

Lessor shall not be unreasonably withheld as to location, graphics type, content, architectural or engineering standards.

14. TAXES

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, including possessory interest taxes, if any, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against the Building or Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor its ProRataShare, as defined in Section 8.d. above, of any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Building.

15. VENDING

Lessor shall have the right to place vending machines and lockers within the Common Area and be entitled to all income derived therefrom.

16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, without the prior written consent of Lessor. Neither shall Lessee sublet the Facility or any part thereof, or allow any persons, other than Lessee's agents and servants, to occupy or use the Facility or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrances, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation or law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Facility shall not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary as set forth above, Lessee may, without Lessor's consent, assign or sublease all or a portion of the Facility, a subsidiary, affiliate or parent company of Lessee or any subsequent purchaser of Lessee. Any permitted assignment or sublease shall not relieve the Lessee from any obligations set forth herein.

17. PUBLIC ACCESS

The public shall have access during normal business hours of Lessee to the Facility by way of the Common Area and Galleria identified on Exhibit 'A'.

18. TERMINATION OF LEASE

a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on thirty (30) days prior written notice.
b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this lease prior to expiration of the term or renewed or extended term hereof as follows:
    i. If the Lessee is in default or breach of this lease, as specified in Section 22 of this lease or as otherwise provided by law; or
    ii. If the Lessee assigns or sublets the Facility without the prior written consent of Lessor, as specified in Section 18 of this lease.
    iii. If the Lessee no longer serves as the Contractor of the Agreement for Management and Operation of Madera Transit Services.

19. COMPLIANCE WITH LAWS

During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and State statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Building as a Multi-Purpose Transportation Facility.

20. DEFAULT/REMEDIES

Lessee:

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

a. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee.
b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a. above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
c. The making of Lessee of any general assignment, or general arrangement for the benefit of creditors.
d. The filing by Lessee of a voluntary petition to have Lessee adjudged a bankrupt.
e. The judicial declaration of Lessee as bankrupt and the lack of dismissal of such proceeding within sixty (60) days.
f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within sixty (60) days.
g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within sixty (60) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate if same is not dismissed within sixty (60) days.

If Lessee breaches this Lease or is in default and fails to cure within applicable cure periods, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award

exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided.

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and

(iv) The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the statutory rate. The worth at the time of award of the amount referred to in Paragraph (iii) of this subsection is computed by discounting such amount at the statutory rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this lease for personal injuries or property damage as provided in Section 29 of this Lease.

21. DEFAULT REMEDIES

Lessor:

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default, if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intentions to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. Lessee may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

22. CONDEMNATION

If all of the Building or a substantial portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy Federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking adversely substantially affects lessee's use of the Facility, then Lessee may elect to terminate this Lease as of the date the condemning authority takes possession. Lessee's election to terminate shall be made in writing thirty (30) days after Lessor has given Lessee written notice of the taking (or in the absence of such notice within thirty (30) days after the condemning authority has taken possession). If Lessee does not terminate this Lease in accordance with this paragraph, this Lease shall remain in full force and effect as to the portion of the Facility remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Facility to Lessee. In addition, Lessor, at its expense, shall promptly repair any damage

to the Facility caused by condemnation and restore the remainder of the Facility to the reasonable satisfaction of Lessee.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, or for its loss of the leasehold interest herein created; or for its reasonable relocation and moving expenses.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Facility.

Notwithstanding anything, expressed or implied, to the contrary contained in this lease, Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, and for its loss of the leasehold interest herein created.

23. SEVERABILITY; CHOICE OF LAW

No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

24. BINDING EFFECT

This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

25. ASSUMPTION BY NEW OWNER

If the City of Madera transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

26. SURRENDER

Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, or earlier termination as provided herein, in as good condition as at the commencement of this Lease, normal wear and tear, Lessor's repair obligations, unavoidable accidents and damage by casualty or condemnation excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

27. INDEMNITY

Lessee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Lessee's performance of its obligations under this agreement or out of the operations conducted by Lessee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's performance of this agreement, the Lessee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

28. COVENANTS AGAINST DISCRIMINATION

The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any leases, covenants or agreements shall contain the following covenants:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased".

29. NOTICES

All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor: City of Madera
c/o City Administrator
205 W. 4th Street
Madera, CA 93637

Lessee: MV Public Transportation, Inc.
2711 Haskell Ave., Ste. 1150
Dallas, TX 75204
ATTN: Legal Department

30. ENTIRE AGREEMENT

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

31. TAXES, UTILITIES AND MECHANIC'S LIENS

Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest charges for taxes or utilities or mechanic's lien claim and, in the event of such contest, may permit the items contested to remain unpaid during the period of the contest and any appeal therefrom; provided that such nonpayment shall not be permitted to cause a loss or forfeiture of any part of the Building. Lessor shall render to Lessee all assistance reasonably possibly in contesting such charges including joining in and signing any protest or pleadings which Lessee deems advisable to file. Should any refund be made of any charges paid by Lessee, the amount of such refund shall belong to and be paid to Lessee.

32. MISCELLANEOUS

32.1 Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32.2 Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

32.3 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

32.4 Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

32.5 Time of the Essence. Time and specific performance are each of the essence of this Lease.

32.6. Books & Records. Lessee shall have the right at all reasonable times to review the Lessor's books, accounting, and other records with respect to the operation, maintenance, repair, and utility costs, to determine and verify such costs and Lessee's ProRataShare thereof, including insurance and taxes set forth in Sections 12 and 16 herein. Lessor must maintain such books and records for a period of at least two (2) years following the calendar month in which said costs were incurred.

32.7 The venue for any action brought by Lessor or Lessee in connection with this Lease is the County of Madera.

33. SUBORDINATION

Lessor shall have the right, at any time or times during the term of this Lease, to mortgage Lessor's interest in the Facility for any purposes, and Lessee will, if requested by the lender, subordinate its interest in the Facility to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Lessee's possession of the Facility under this Lease, so long as Lessee is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Lessee of its covenants and obligations hereunder if such mortgage shall be foreclosed (hereinafter referred to as "non-disturbance agreement").

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

ATTEST:

By: _____
Sonia Alvarez
City Clerk

CITY OF MADERA
a Municipal Corporation

By: _____
Andrew J. Medellin
Mayor

MV PUBLIC
TRANSPORTATION, INC.

APPROVED AS TO FORM:

_____
Brent Richardson
City Attorney

By: _____

Title: _____

_____
(Tax Payer I.D. Number)
Notary Acknowledgement Required

**EXHIBIT "A"**
MADERA INTERMODAL
TRANSPORTATION FACILITY BUILDING

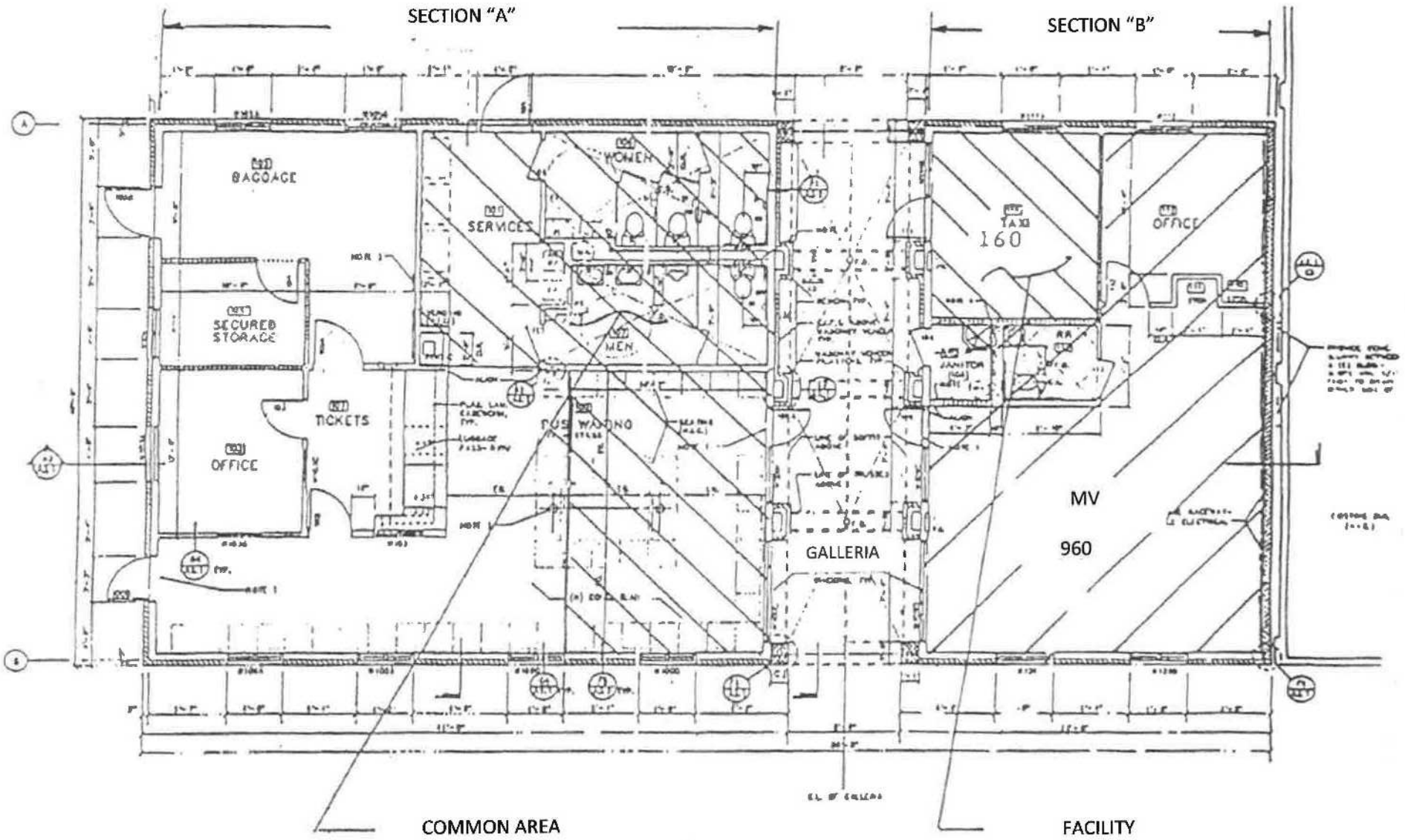


**EXHIBIT "B"**
MADERA INTERMODAL
TRANSPORTATION FACILITY BUILDING

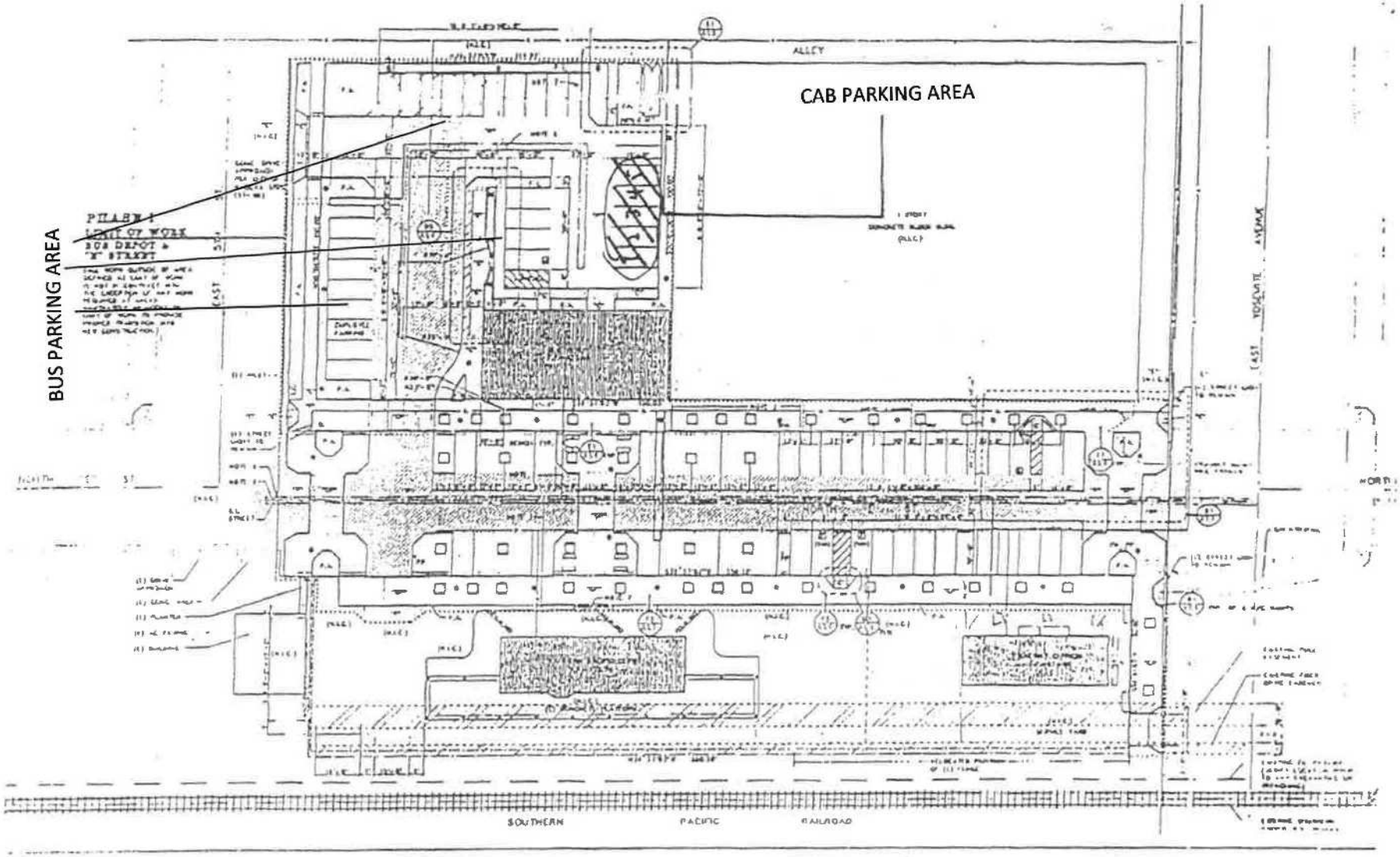


EXHIBIT "C"

Equipment

The City of Madera provides one communication base station for dispatching purposes. This equipment is maintained by the City of Madera and housed in the Intermodal Facility at all times.

1. Motorola base station, Serial # 922TGC3180, Model #M50KQC9AAIAN

Return to Agenda

# Report to City Council

**Council Meeting of November 7, 2018**
**Agenda Item Number** C-9

**Approved by:**

Department Director

City Administrator

**A. Consideration of a Resolution Amending the Classification Plan to Replace the City Administrator Job Classification with the City Manager Job Classification and Setting the Salary Range for the City Manager**

**B. Consideration of a Resolution Approving an At-Will Employment Agreement with Arnoldo Rodriguez to Serve as City Manager of the City of Madera**

## RECOMMENDED ACTION

It is recommended Council adopt the resolution amending the employee classification plan and setting the salary range for the City Manager classification. It is additionally recommended Council adopt the resolution approving the At-Will Employment Agreement with Arnoldo Rodriguez to serve as City Manager and authorize the Mayor to execute the agreement.

*Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action begin considered.*

**Announcement** - If approved, the proposed City Manager At-Will Employment Agreement would employ Arnoldo Rodriguez as the City Manager effective December 3, 2018 with an annual salary of $184,723.91. Other terms and conditions of employment are as stated in the employment agreement.

## HISTORY

Following the retirement of former City Administrator David Tooley, the City Council began a recruitment using consultant Bob Murray and Associates to find the next individual to lead the City. During the recruitment process, Council provided direction that they desired to modify the job title from the existing City Administrator title to the more common City Manager title. While the name change in and of itself did not require time to change, when the City amends its classification plan it also assigns the classification to the appropriate salary range on the City's overall salary schedule. Now that the recruitment and hiring processes have been completed, the salary range has been determined and the classification plan amendment can be formally adopted.

Working with Bob Murray and Associates, the City Council identified several qualified applicants for initial interviews to fill the City Manager vacancy. Council interviewed six applicants and narrowed that to their top four recommendations. The four remaining candidates were interviewed by a community panel and a staff panel, then re-interviewed by the City Council. Following that process, applicant Arnoldo Rodriguez was the Council's candidate of choice for the City Manager position. The City Council appointed an ad hoc committee consisting of Mayor Andrew Medellin, Mayor Pro Tem Jose Rodriguez and Councilmember Donald Holley to negotiate the terms and conditions of an employment offer with the candidate. Once a conditional offer of employment had been negotiated with Mr. Rodriguez, he completed the remaining steps of the City's hiring process. At this point, the next step to formalize the employment relationship is approval of the employment agreement by the full Council.

**SITUATION**

The first resolution proposed with this staff report will replace the existing City Administrator job classification with that of City Manager. The proposed job description changes the name of the classification from City Administrator to City Manager; there is no proposed change to the duties and responsibilities of this position. The proposed resolution also sets the salary range to which the position is assigned on the City's overall salary schedule. The specific range being proposed is range 587 which begins at $159,567.85 per year and tops out at $203,654.61 per year, spread across six salary steps. Finally, the resolution confirms that the City Manager has all responsibilities and authority granted the former classification of City Administrator by the Madera Municipal Code, City of Madera Personnel Rules and Regulations, City of Madera Administrative Policies, and adopted ordinances and resolutions.

The second resolution proposed with this staff report approves the proposed employment agreement with Arnoldo Rodriguez to serve as City Manager. Mr. Rodriguez was offered and accepted a proposed employment agreement that includes the following provisions:

- Term: 3 years
- Base Salary: Range 587, start at Step 3/D (shown as annual)

| Step 0/A | Step 1/B | Step 2/C | Step 3/D | Step 4/E | Step 5/F |
|---|---|---|---|---|---|
| 159,567.85 | 167,550.06 | 175,926.93 | 184,723.91 | 193,953.74 | 203,654.61 |

- Severance & Termination:
  - Year 1: 12 months' salary and health benefits, paid in 1 lump sum
  - Year 2: 9 months' salary and health benefits, paid in 1 lump sum
  - Year 3: 6 months' salary and health benefits, paid in 1 lump sum
  - Employee may be terminated by majority vote of the City Council
- Paid Leave
  For the purposes of vacation accrual and floating holiday credit only, employee will be credited with 8 years of prior public service.

1. Vacation – accrues based on years of service; new City Manager will start with 80 hours credited to his vacation bank. Maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee's hire anniversary date.

2. Sick leave – accrues each pay cycle; new City Manager will start with 40 hours credited to his sick leave bank. No cap on accrual. After 5 years of City service, employee may cash-out unused sick leave at positive separation or retirement at the rate of 1% for each year of service to a maximum of 30%. Up to 48 hours of sick leave may be used as family sick leave each calendar year.

3. Administrative Leave – 40 hours credited each July 1. This leave is not available for carryover or cash-out. New City Manager will receive a pro-rated amount of Administrative Leave for the fiscal year based on start date.

4. Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays.

5. Floating Holiday – Employees with 5-9 years of service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of City service are credited with 40 hours of Floating Holiday each July 1. This leave is not available for carryover or cash-out.

- Retirement:
    1. CalPERS 2%@60 formula. Employee will pay the full 7% Employee Contribution pre-tax. Employee will pay 2.375% of base pay towards the Employer Contribution through a salary reduction. Employee will pay for the 1959 Survivor Benefit.
    2. Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.

- If enrolled in the City's health insurance, Employee will contribute 10% of the cost of dependent health care (10% of the difference between single enrollment and the dependent enrollment level of the employee). This will increase to 15% 7/1/19, 20% 7/1/20, and 25% 7/1/21. Current 18/19 City contribution and employee contribution are as follows:

| Enrollment Level | Monthly City Contribution | Employee Contribution (10% of dependent premium cost) |
|---|---|---|
| Waiver of Coverage | $300.00 | N/A |
| EE Only | $740.16 | $0 |
| EE+1 | $1,293.36 | $61.47 |
| EE+Family | $1,848.63 | $123.16 |

- City Manager has elected to receive a City-issued smart phone in lieu of a stipend.

- Automobile Allowance for use of personal vehicle: $350/month.

- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, or child.

- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% administrative fee.

- City paid life/AD&D insurance: $50,000 employee/$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through a payroll deduction.

- Relocation Expenses: Employer shall reimburse Employee the actual cost of moving expenses for household goods from Employee's current residence to a new residence within the Madera City limits. To receive reimbursement, Employee shall produce copies of appropriate receipts documenting direct moving expenses to the City within thirty (30) days of receipt of the bill. Said reimbursement shall not exceed $8,000.00.

- City will provide the same Long Term Disability benefit as provided to all management employees.

**FISCAL IMPACT**

The annual base salary proposed for the City Manager is $184,723.91. Total annual compensation will be dependent on the level of individual health insurance enrollment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Amendments to the City of Madera classification and compensation plan are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

# CITY OF MADERA

## CITY MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under policy direction, serves as the Chief Administrative Officer of the City and directs the activities and operation of all departments; advises and assists the City Council in the conduct of City business; provides administrative oversight to the operational and policy functions of City government; coordinates City business with the various programs, officials and outside agencies; provides a variety of other responsible and complex administrative support to the City Council; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **City Manager** is the highest administrative management level position in the City and has responsibility for the administrative operation of the City departments which may include developing, recommending and implementing policies, program planning, fiscal management, administration and operations of all City functions and services. The incumbent is responsible for accomplishing the City's goals and objectives and for ensuring that the citizens are provided with desired and mandated services in an effective, cost efficient manner.

**SUPERVISION RECEIVED/EXERCISED:**

Receives policy direction from the City Council. Exercises direct and indirect supervision of all department heads and City staff with the exception of Council appointed positions.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Accepts full responsibility for all City activities, programs and services including directing the development and implementation of goals, objectives, policies and procedures; ensures that established goals and priorities are achieved.

- Provides advice and consultation to the City Council on the development and implementation of City programs and services.

- Directs and participates in the preparation and administration of the City budget.

- Reviews and evaluates program service delivery methods and systems within the City including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Coordinates the preparation of the agenda for the City Council with the City Clerk; addresses the City Council on behalf of City staff; represents the City Council to employees, community groups, individual members of the public and other governmental agencies.

- Directs the implementation, maintenance and enforcement of City personnel policies and practices as prescribed by the City Council.

- Prepares long-term plans of capital improvements with plans and determines their financing.

- Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations.

- Prepares and submits to the City Council reports of finances and administrative activities; keeps City Council advised of financial conditions, program progress, and present and future needs of the City.

- Confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in affairs of City concern.

- Responds to the most difficult complaints and requests for information.

- Selects, supervises, trains and evaluates staff.

- Serves as a resource for the City Council, department personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Studies systems and procedures and proposes improvements and simplifications; conducts continuous research in administrative practices and recommends to the City Council those practices which will produce greater efficiency and economy in operations.

- Coordinates various City activities with other governmental agencies and outside organizations.

- Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work which the City Council orders.

- Attends and participates in professional and community meetings as necessary; stays current on issues relative to public administration and relative service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer

keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service.

**QUALIFICATIONS:** (*The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **City Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of directly related experience at an administrative, management or staff level in municipal government with at least two years as a manager or supervisor, and a Bachelor's degree in public administration, planning, business administration, public finance or a related field. A Master's degree in public administration is highly desirable.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern public administrative methods and procedures, organizations and functions; current social, political, and economic trends and operating problems of municipal government; principles and practices of municipal budgeting and finance; local and state legislative processes; applicable federal and state laws, rules and regulations regarding local government operations; principals of effective public relations and interrelationships with community groups and agencies, private businesses and firms and other levels of government.

**Ability to:**

Provide effective leadership and coordinate the activities of a large, full service, municipal organization, including housing and redevelopment and economic development programs; analyze, interpret, summarize and present administrative and technical information and data in an effective manner; appraise situations and people accurately and quickly and adopt an effective course of action; work with and coordinate the activities of administrative officials while encouraging their development as administrators; analyze organizational and administrative problems, adopt an effective course of action, and provide leadership to others in such action; prepare clear and comprehensive written reports; serve effectively as the administrative agent of the City Council; select, supervise, train and evaluate staff; represent the City Council to the general public and representatives of other agencies; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION NO. 00-13 AND
SETTING THE RATE OF COMPENSATION FOR THE CITY MANAGER

NOW, THEREFORE, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the addition of the City Manager classification and removal of the City Administrator classification. The job description for City Manager is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Manager is hereby assigned to City of Madera Schedule M Range 587 as follows:

| Step 0/A | Step 1/B | Step 2/C | Step 3/D | Step 4/E | Step 5/F |
|---|---|---|---|---|---|
| 159,567.85 | 167,550.06 | 175,926.93 | 184,723.91 | 193,953.74 | 203,654.61 |

3. The City Manager classification is hereby granted all responsibilities and authority formerly provided to the City Administrator classification by the Madera Municipal Code, City of Madera Personnel Rules and Regulations, City of Madera Administrative Policies, and adopted ordinances and resolutions.

4. This resolution is effective immediately.

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**RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH ARNOLDO RODRIGUEZ TO SERVE AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Madera, with the assistance of consultant Bob Murray and Associates, conducted a public recruitment to identify the City's next City Manager; and

WHEREAS, through this process, the City Council identified Arnoldo Rodriguez as the candidate of choice to fill the City Manager position; and

WHEREAS, Arnoldo Rodriguez desires to fill the position of City Manager with the City of Madera and has completed all required steps of the hiring process; and

WHEREAS, the City Council wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, an Employment Agreement has been negotiated with Mr. Rodriguez that sets out the salary and benefits for the offered position and both parties are in agreement on the terms of the agreement.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The At-Will Employment Agreement between the City of Madera and Arnoldo Rodriguez to serve as City Manager, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is approved.

3. The Mayor is authorized to execute the Agreement on behalf of the City.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * * *

# CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7th day of November, 2018, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Arnoldo Rodriguez (hereinafter referred to as "Employee"), both of whom understand as follows:

## Recitals

WHEREAS, Employer desires to employ the services of Arnoldo Rodriguez as City Manager for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Manager; and

WHEREAS, Arnoldo Rodriguez desires to be employed as City Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## Agreement

### Section 1: TERM

A. The term of this Agreement shall be three (3) years from December 3, 2018. The Employer will provide written notice to the Employee on or before September 4, 2021 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Manager shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after the effective date of this Agreement, from his position with Employer, upon two (2) month's advanced written notice to Employer.

## Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to:

- Twelve (12) months' aggregate salary and health benefits if terminated within 12 months of the effective date of this agreement (Year 1);
- Nine (9) months' aggregate salary and health benefits if terminated during months 13-24 following the effective date of this agreement (Year 2); or
- Six (6) months' aggregate salary and health benefits if terminated during months 25-36 following the effective date of this agreement (Year 3).

Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

## Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Manager job duties, the Employer will comply with the law in regard to separating the City Manager from employment.

## Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may collectively determine.

## Section 5: SALARY

Employer agrees to pay the City Manager for his services rendered pursuant hereto a base salary of $7,104.77 per pay period (City of Madera Salary Schedule M, Range 587 Step D), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

## Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

For purposes of vacation accrual and floating holiday credit only, employee will be credited with eight (8) years of prior public service.

1. Vacation
   Employee will be credited with a vacation balance of eighty (80) hours on his date of hire. Employee will earn vacation credits, dependent upon the number of years of service credit with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

   COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

| | |
|---|---|
| 0 through 4 yrs. | 3.6923 hrs. per pay period |
| 5 through 9 yrs. | 4.6156 hrs. per pay period |
| 10 through 14 yrs. | 5.5384 hrs. per pay period |
| 15 through 19 yrs. | 6.1538 hrs. per pay period |
| 20 plus yrs. | 6.4615 hrs. per pay period |

   The maximum vacation Employee is allowed to accumulate is 360 hours.

   Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule.

2. Sick Leave
   Employee will be credited with a sick leave balance of forty (40) hours on his date of hire. Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

   In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

   Employee may cash out sick leave at the rate of 1% a year for each year of service up to a maximum of 30% for 30 years. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. The cash out provision of sick leave pertains only to retirements and positive

terminations. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

3. Family Sick Leave
   Sick Leave may be used up to the limit of forty-eight hours each calendar year:

   3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

      3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

      3.1.2. Spouse or Registered Domestic Partner

      3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

      3.1.4. Grandparent

      3.1.5. Grandchild.

      3.1.6. Sibling.

   3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

      3.2.1. A temporary restraining order or restraining order.

      3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

      3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

      3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

      3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Because this agreement is effectuated mid-fiscal year, Employee will be credited with a pro-rated amount of Administrative Leave on his hire date.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more

years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave. At date of hire, Employee will be credited with Floating Holiday based on credited years of service.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Participation in the City's health insurance plans will be effective the first of the month following thirty (30) days of employment. At that time, the City and Employee monthly contributions toward health insurance for the 2018-19 plan year will be as follows, with Employee contributing 10% of the cost of dependent coverage, calculated as 10% of the difference between the EE+1 or EE+Family premium and the EE Only premium:

| Enrollment Level | Monthly City Contribution | Employee Contribution (10% of dependent premium cost) |
|---|---|---|
| Waiver of Coverage | $300.00 | N/A |
| EE Only | $740.16 | $0 |
| EE+1 | $1,293.36 | $61.47 |
| EE+Family | $1,848.63 | $123.16 |

Effective July 1, 2019, the Employee contribution will increase to 15% of the cost of dependent coverage, calculated as indicated above.

Effective July 1, 2020, the Employee contribution will increase to 20% of the cost of the dependent coverage, calculated as indicated above.

Effective July 1, 2021, the Employee contribution will increase to 25% of the cost of the dependent coverage, calculated as indicated above.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit. In addition, Employee will pay 2.375% of base pay towards the Employer Contribution to CalPERS by a reduction to his base salary as indicated in Section 5 of this Agreement.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

Employee will be provided with a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Relocation Expenses

Employer shall reimburse Employee the actual cost of moving expenses for household goods from Employee's current residence to a new residence within the Madera City limits. To receive reimbursement, Employee shall produce copies of appropriate receipts documenting direct moving expenses to the City within thirty (30) days of receipt of the bill. Said reimbursement shall not exceed $8,000.00.

H. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

## Section 7: TERMINATION

The City Manager is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time by a majority vote of the City Council.

## Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

## Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

## Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

## Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

## Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: [redacted]

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

## Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing December 3, 2018.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

By: _____
Arnoldo Rodriguez

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

Return to Agenda

# REPORT TO THE CITY COUNCIL

**COUNCIL MEETING OF** November 7th, 2018

***AGENDA ITEM NUMBER*** D-1

**APPROVED BY**

**DEPARTMENT HEAD**

For **CITY ADMINISTRATOR**

**SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA EVENING LIONS CLUB SEEKING COUNCIL APPROVAL TO COVER THE COST OF POLICE AND PUBLIC WORKS FEES IN CONJUNCTION WITH THE CANDLELIGHT CHRISTMAS PARADE**

**RECOMMENDATION:**

Staff recommends Council approve the participation of police and public works for traffic and clean-up at no cost to the Madera Evening Lions Club in association with the Candlelight Christmas Parade.

**SUMMARY:**

The Madera Evening Lions Club will be sponsoring the Candlelight Christmas Parade on Thursday, November 29th from 6:00 pm to 7:00 pm. Historically, the Council has recognized this function as a community event and has covered the cost associated with traffic control and clean-up.

**DISCUSSION:**

The Madera Evening Lions Club has requested the City Council cover the costs associated with Police Department and Public Works involvement with the event. Costs include traffic and crowd control, as well as clean-up. Each Department is prepared, to provide these services at the direction of Council.

The Madera Evening Lions Club will be required to obtain the appropriate special events permits for use of City streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Madera Evening Lions Club.

**FINANCIAL IMPACT:**

The cost of providing City services to assist with traffic and crowd control and clean up the area after the event is estimated at $1,765. This is the amount that the Madera Evening Lions Club is asking for relief from.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

- Strategy 317: "Develop and encourage festival, gatherings, and events..."
- Strategy 313: "Provide year-round programs fostering community pride..."

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OCT 17 2018

BY

Madera Evening Lions
1625 Howard Rd. #210
Madera, CA., 93637

October 17, 2018

City of Madera
205 W. 4th Street
Madera, CA., 93637

City Clerk

On behalf of the Madera Downtown Association, the Madera Evening Lions Club is requesting to go before the City Council on the November 7th agenda for the purpose of requesting a waiver of fees for services provided by the Madera Police Department at the upcoming Candlelight Christmas Parade to be held on Thursday, November 29, 2018.

Respectfully submitted

Karla Gran

Karla Gran
Madera Evening Lions Club
[redacted]