REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, January 16, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor Lance Leach, Valley West Christian Center

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 None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 9/19/18

B-2 Register of Audited Demands 12/25/18 – 1/04/19 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Ratifying a Revenue Agreement with Madera County to Provide Dial-A-Ride Transit Services in the County Area for Fiscal Year 2018/19 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Ivette Iraheta)

B-4 Consideration of a Resolution Appointing Alexander Salazar and Robert Gran Jr. to the City of Madera Planning Commission (Report by Chris Boyle)

B-5 Consideration of a Resolution Appointing DJ Becker, Tim Riche, Cynthia Ortegon and Diana Robbins to the Americans with Disabilities Act Advisory Council (MADAAC) (Report by Wendy Silva)

B-6 Consideration of a Resolution Appointing Agapita Rocha to the City of Madera Beautification Committee (Report by Mary Anne Seay)

B-7 Consideration of a Resolution Authorizing Appointments to the Community Development Block Grant Review and Advisory Committee (Report by Ivette Iraheta)

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

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 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 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting February 6, 2019

- 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 agenda for the regular meeting of the Madera City Council for January 16, 2019, near the front entrances of City Hall at 5:30 p.m. on January 10, 2019.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Item:	B-1
Minutes for:	09/19/18
Adopted:	01/16/19

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

September 19, 2018
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 Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Council Member Derek O. Robinson Sr., District 4**

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Chief of Police Dino Lawson, 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, Commander Gino Chiaramonte, Public Works Administrative Analyst Mary Church, Program Manager Grants Jorge Rojas and Division Fire Chief Matt Watson.

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

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.

Lori Gonzales, Homeless Outreach Worker, shared that her family has helped get people off the street and spoke regarding the ongoing problems of homeless coming from Fresno.

PRESENTATIONS

1. Madera Noon Rotary Presentation of a Mini Grant to City of Madera

Sue Thornton, Alicia Bennett, and Dana Lennemann of the Madera Noon Rotary Club presented the City with a donation of $4,132 to go towards the purchase of a pool table and other items for the Parks Department programs.

2. Proclamation Recognizing Old Timers' Week

Mayor Medellin presented the proclamation recognizing Old Timers' Week to Sheryl Berry with the Madera Historical Society. Ms. Berry shared information on Old Timers' Week activities.

Late distribution Announcement – The City Clerk made a late distribution announcement for items B-4 and B-5.

INTRODUCTIONS There are no introductions.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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.

Mayor Medellin pulled items B-5, B-11 and B-12. Council Member Oliver pulled item B-3.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-3, B-5, B-11 AND B-12, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

B-1 Minutes – There are no minutes for consideration.

B-2 Warrant Disbursement Report 8/29/18 – 9/10/18 (Report by Tim Przybyla)

B-3 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) *[Item pulled for discussion]*

Following discussion, Council consensus was reached to table item B-3. Staff direction was given to bring back a modified agreement addressing AT&T's rights regarding antennas on structure.

B-4 Consideration of a Resolution Approving the Award of Contract for Madera Transit Center City Project No. Trans-1, in the Amount of $3,838,500 to BMY Construction Group, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Krazan & Associates, Inc., for On-Demand Testing Services not to Exceed $25,000 for the Madera Transit Center City Project No. Trans-1, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

RES. NO. 18-173 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, IN THE AMOUNT OF $3,838,500 TO BMY CONSTRUCTION GROUP, INC., AUTHORIZING**

CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY

RES. NO. 18-174 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH KRAZAN & ASSOCIATES, INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED $25,000 FOR THE MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-5 Consideration of a Resolution Approving the Award of Contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the Amount of $6,568,364.60 to Davis Moreno Construction, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Moore Twining Associates, Inc., for On-Demand Testing Services not to Exceed $35,000 for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth) *[Item pulled for discussion]*

Following discussion, Council consensus was reached to table item B-5 due to the late distribution letter received. Item will be brought back at the next meeting.

B-6 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)

RES. NO. 18-175 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM**

B-7 Consideration of a Minute Order Acceptance of the Construction of Well – 27 Pipeline Outfall Extension Southwest Corner of Almond Ave. & Pine St. City Project No. W 17-03 (Report by Keith Helmuth)

B-8 Consideration of a Resolution Approving a Master Agreement with California Surveying and Drafting Supply, Inc. for Virtual Surveying Network Services for Surveying Various City Projects, and Authorizing the Mayor to Execute the Master Agreement (Report by Keith Helmuth)

RES. NO. 18-176 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MASTER AGREEMENT WITH CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC. FOR VIRTUAL SURVEYING NETWORK SERVICES FOR SURVEYING VARIOUS CITY PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER AGREEMENT**

B-9 Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for **Site Management** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-132; and

Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for the **Transportation Program** and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Rescinding Resolution No. 18-133 (Report by Mary Anne Seay)

RES. NO. 18-177 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND RESCINDING RESOLUTION NO. 18-132**

RES. NO. 18-178 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND RESCINDING RESOLUTION NO. 18-133**

B-10 Consideration of a Resolution Approving a Deed Granting a Public Utility Easement at the Madera Transit Facility, Located on Parcel 11, Freedom Industrial Park Subdivision, Authorizing the Mayor to Execute the Deed, Accepting the Public Utility Easement on Behalf of the City and Authorizing the City Clerk to Execute a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 18-179 **A RESOLUTION APPROVING A DEED GRANTING A PUBLIC UTILITY EASEMENT AT THE MADERA TRANSIT FACILITY, LOCATED ON PARCEL 11, FREEDOM INDUSTRIAL PARK SUBDIVISION, AUTHORIZING THE MAYOR TO EXECUTE THE DEED, ACCEPTING THE PUBLIC UTILITY EASEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE**

B-11 Consideration of a Written Request by the Madera High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade and Request for the City to Pay $1,500 towards the Rental of Barricades (Report by Dan Foss) *[Item pulled for discussion]*

Isaac Lopez, Activities Director for Madera High School and Lindsay, ASB President, shared information regarding the upcoming Homecoming Parade. They were joined by other students.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM B-11, A WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE AND REQUEST FOR THE CITY TO PAY $1,500 TOWARDS THE RENTAL OF BARRICADES, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

B-12 Consideration of a Written Request by the Madera South High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with their Homecoming Parade and Request for the City to Pay $1,200 Towards the Rental of Barricades (Report by Dan Foss) *[Item pulled for discussion]*

Justin Potter, Activities Director for Madera South High School, spoke regarding the upcoming Homecoming Parade.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM B-12, A WRITTEN REQUEST BY THE MADERA SOUTH HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE AND REQUEST FOR THE CITY TO PAY $1,200 TOWARDS THE RENTAL OF BARRICADES, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

B-13 Consideration of a Resolution Naming the Youth Leadership Institute as the Youth-Serving Organization as Called Out in the City Ordinance Pertaining to the City-Wide Madera Youth Commission (Report by Mary Anne Seay)

RES. NO. 18-180 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA NAMING THE YOUTH LEADERSHIP INSTITUTE AS THE YOUTH-SERVING ORGANIZATION AS CALLED OUT IN THE CITY ORDINANCE PERTAINING TO THE CITY-WIDE MADERA YOUTH COMMISSION

B-14 Consideration of Resolution Approving an Agreement between the Union Pacific Railroad Company and the City of Madera for Crossing Improvements at Pine Street, DOT # 760993J, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 18-181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT PINE STREET, DOT# 760993J, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-15 Consideration of Resolution Approving an Agreement between the Union Pacific Railroad Company and the City of Madera for Crossing Improvements at N. Gateway Drive, DOT # 760983D, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 18-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR CROSSING IMPROVEMENTS AT GATEWAY DRIVE, DOT# 760983D, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

C-1 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street) from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District; and

Consideration of Adoption of a Resolution Amending the General Plan Land Use Map for Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street), Changing the General Plan Land Use Designations from the P&SP (Public and Semi-Public) and C (Commercial) to the HD (High Density) Land Use Designation (APNs: 007-082-004 and 005, 007-112-014 and 015) (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

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 RIGBY, FURTHER READING WAS WAIVED AND ITEM C-1, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

INTRO. ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING APPROXIMATELY .86-ACRE OF LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE PF (PUBLIC FACILITIES) AND THE C1 (LIGHT COMMERCIAL) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-1, RES. NO. 18-183, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. 18-183 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY .86-ACRES OF LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE P&SP (PUBLIC AND SEMI-PUBLIC) AND C (COMMERCIAL) LAND USE DESIGNATIONS TO THE HD (HIGH DENSITY) LAND USE DESIGNATION

C-2 Public Hearing and Consideration of a Resolution Approving the 2017/2018 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary (Report by Ivette Iraheta)

The report was presented by the Grants Administrator Ivette Iraheta.

Mayor Medellin opened the public hearing.

Tracy Scott Contreras spoke on behalf of the Madera County Workforce.

Lourdes Herrera spoke on behalf of the Madera Coalition.

Santos Garcia, residing in Madera, California, questioned projects from 2010 not yet completed.

Elizabeth Wisener spoke on behalf of the Continuum of Care.

Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 18-184, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. 18-184 A RESOLUTION APPROVING THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT

C-3 Consideration of:

(1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005-01; and

(2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01 (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-3, RES. NOS. 18-185 AND 18-186, WERE ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. 18-185 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01**

RES. NO. 18-186 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (ADELAIDE AND RIVERWALK SUBDIVISIONS) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 4**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Gallegos reported on her attendance at the Arts/Civic Center meeting.

Council Member Rigby reported on his attendance at the League of California Cities Annual Conference.

Council Member Rigby invited everyone to attend the LAFCO public workshop on annexations scheduled 9/26/18.

Council Member Holley shared that he is mentoring kids at four schools.

Mayor Pro Tem Rodriguez reported on his attendance at a symposium in San Diego.

Mayor Pro Tem Rodriguez thanked the Parks and Community Services Director for clarification on monies for Rotary Park.

Council Member Oliver reported on his attendance at the Fastway Chicken 40th Anniversary.

Mayor Medellin reported on his trip to Washington D.C. and the mission to find funds for the 99 corridor.

Mayor Medellin announced that Love Madera is this Saturday.

Mayor Medellin thanked Officer Juarez for the Business Watch meetings.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:35 p.m. to discuss the items as listed on the agenda. Absent: Council Member Robinson.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1) - 3 cases: Sean Plymale WCAB No. ADJ11377698, William Spears WCAB No. ADJ10756443, Jerry Smith WCAB No. ADJ10567884

G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier, Wendy Silva

Unrepresented Positions:
City Clerk, City Administrator/City Manager, City Attorney, Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

G-4 PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 9:59 p.m. with all members present. Absent: Council Member Robinson.

There was no reportable action for items G-2, G-3 and G-4.

ADJOURNMENT - The meeting was adjourned at 10:00 p.m. Next regular meeting 10/03/18.

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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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: January 16, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for December 25, 2018 to January 4, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of December 25, 2018 to January 4, 2019 is contained in the attachment.

General Warrant	20447 – 20577	$2,010,729.15
Wire Transfer	Union Bank Payroll and Taxes	$610,760.79
Wire Transfer	SDI	$2,210.16
Wire Transfer	Cal Pers	$367,858.95

DISCUSSION: Warrant requests are processed weekly based on the adopted 18/19 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 18/19 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: None

ATTACHMENTS: Register of Audited Demands.

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
JANUARY 4TH, 2019

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20447	12/28/2018	CYRUN	RENEWAL OF ALLIANCE MAINTENANCE & SUPPORT	50,000.00
20448	12/28/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE - DEC 2018	4,601.00
20449	12/28/2018	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR DECEMBER 2018	180.00
20450	12/28/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 12/28/18 PAYROLL	1.265.04
20451	12/28/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL - JAN 2019	1,730.64
20452	12/28/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL JAN 2019 - G SKEELS	116.90
20453	12/28/2018	ARAMARK UNIFORM SERVICES	11/18 UNIFORM INVOICES	4,195.00
20454	12/28/2018	AT&T	11/18 SERVICES ACCOUNT 831-000-6408-576	6,296.61
20455	12/28/2018	AT&T	11/18 AND 12/18 CALNET 3 SERVICES	2,052.60
20456	12/28/2018	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD JANUARY 2019	258,811.97
20457	12/28/2018	BSK ASSOCIATES	4TH QTR WATER SAMPLING AND ADDITIONAL WATER SAMPLES	2,469.00
20458	12/28/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 12/28/18 PAYROLL	2,290.58
20459	12/28/2018	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ FINGERPRINTS AND BLOOD ALCOHOL ANALYSIS - NOV 2018	1,574.00
20460	12/28/2018	CEDAR VETERINARY HOSPITAL, INC	VET SERVICES	221.78
20461	12/28/2018	CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION-PUBLIC EMPLOYMENT LAW REPORT	159.00
20462	12/28/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/28/2018 PAYROLL	1,011.83
20463	12/28/2018	COMCAST	CITY INTERNET CONNECTION 12/15/18-01/14/19	1,372.25
20464	12/28/2018	COMCAST	12/14/18-01/21/19 SERVICES ACCOUNT 8155500320092096	208.55
20465	12/28/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSCIAL & DOT RECERTIFICATION -STREETS	236.00
20466	12/28/2018	CSJVRMA	CSJVRMA 3RD QTR DEPOSITS FY 18/19	1,125,189.00
20467	12/28/2018	CASHIER, DPR	RE-EXAMINATION QAC RIGHT OF WAY TEST-J HICKMAN	50.00
20468	12/28/2018	DOWNTOWN FORD SALES	TWO NEW 2019 FORD F-250 REGULAR CAB PICKUPS	49,594.14
20469	12/28/2018	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS NOT PAID FOR OCT-DEC 2017	563.20
20470	12/28/2018	HERITAGE-CRYSTAL CLEAN, INC.	MAINTENANCE PARTS CLEANER	796.72
20471	12/28/2018	LANGUAGE LINE SERVICES, INC.	OVER THE PHONE INTERPRETATIONS	32.15
20472	12/28/2018	LYNN PEAVEY COMPANY	FORENSIC SUPPLIES - PD	374.85
20473	12/28/2018	M A C E A	DECEMBER 2018 MONTHLY DUES	2,412.50
20474	12/28/2018	M P O A	DECEMBER 2018 MONTHLY DUES	7,460.48
20475	12/28/2018	M.C.E.A.	DECEMBER 2018 MONTHLY DUES	400.00
20476	12/28/2018	MADERA ANIMAL HOSPITAL	VET SERVICES 11/14/18 AND 11/28/18	297.11
20477	12/28/2018	MADERA TRIBUNE	VILLAGE D AD - 12/8/18	419.25
20478	12/28/2018	MADERA UNIFORM & ACCESSORIES	SHIRT & CLUTCH - J ARNOLD	25.87
20479	12/28/2018	MID-MGMT EMPLOYEE GROUP	DECEMBER 2018 MONTHLY DUES	680.00
20480	12/28/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/28/2018 PARYOLL	2,160.40
20481	12/28/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/28/2018 PAYROLL	9,282.52
20482	12/28/2018	MARTINAZZI, BRETT AND CHELSIE	TURF REPLACEMENT REBATE (17-58)	2,568.00
20483	12/28/2018	PACIFIC GAS & ELECTRIC	10/18 AND 12/18 SERVICES	3,517.39
20484	12/28/2018	PACIFIC GAS & ELECTRIC	11/18 SERVICES ACCOUNT 3533032414-2	153,152.34
20485	12/28/2018	ROJAS, ANITA	PARK DEPOSIT REFUND - ROTARY YOUTH HUT	50.00
20486	12/28/2018	PECK'S PRINTERY	THREE NAME PLATES FOR COUNCIL	45.95
20487	12/28/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL-CHUMLEY JAN 2019	110.00
20488	12/28/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE MEDICAL BILL-CHUMLEY JAN 2019	198.00
20489	12/28/2018	RON'S TOWING & ROAD SERVICE	TOWING SERVICES 09/17/18	55.00
20490	12/28/2018	SEQUOIA PUMPING, INC.	DIGESTER PUMPING	400.00
20491	12/28/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 12/28/18 PAYROLL	150.00
20492	12/28/2018	STATE WATER RESOURCES CONTROL BOARD	GRADE 3 WATER DISTRIBUTION EXAM FEE-J TYLER	100.00
20493	12/28/2018	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	2,268.00
20494	12/28/2018	SUPERIOR VISION INC.	JANUARY 2019 VISION INSURANCE	2,490.87
20495	12/28/2018	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL NOV 2018	5,586.89
20496	12/28/2018	TESEI PETROLEUM, INC.	FUEL 06/11/18 - 06/20/18 AND 11/13/18-12/10/18 (CDF)	1,778.74
20497	12/28/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS NOVEMBER 2018	111.30
20498	12/28/2018	JANZEN, STEPHANIE	REIMBURSE OVERPAYMENT FOR METER CONSUMPTION ACCT 9908644	724.08
20499	12/28/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/28/18 PAYROLL	25,027.22
20500	12/28/2018	VERIZON WIRELESS	CC IPAD SERVICES 11/11/18-12/10/18	304.08
20501	12/28/2018	VERIZON WIRELESS	CITY CELL PHONE CHARGES NOV 11 - DEC 10	7,750.52
20502	12/28/2018	WATCHGUARD VIDEO	VISTA HD, SHIRT CLIP WITH SLIDER (V2) W/3MM POST	649.50
20503	12/28/2018	WILLDAN FINANCIAL SERVICES	CFD FEES FOR SEPTEMBER 2018	835.27
20504	12/28/2018	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES	53.29
20505	01/04/2019	ALERT-O-LITE	2018-MADERA HIGH HOMECOMING PARADE TRAFFIC CONTROL	1,389.32
20506	01/04/2019	ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT	STUDENT ENROLLMENT FEE - FTO BASIC PD	230.00
20507	01/04/2019	AT&T	11/18 AND 12/18 CALNET 3 SERVICES	607.11
20508	01/04/2019	BSK ASSOCIATES	WATER SAMPLES	840.00
20509	01/04/2019	CALACT	2019 LOCAL/REGIONAL GOVERNMENT AGENCY MEMBERSHIP	590.00
20510	01/04/2019	CANON FINANCIAL SERVICES	11/18-12/18 CONTRACT CHARGES - 330 SOUTH C ST	248.18
20511	01/04/2019	CANON FINANCIAL SERVICES	12/18 CONTRACT CHARGES 3091/7-15-70-23	3,705.26
20512	01/04/2019	CHAVEZ, JOSH	PER DIEM CNOA-NARCOTIC SUPERVISOR COURSE 1/13-1/18	418.00
20513	01/04/2019	CITY OF MADERA	SMART IRRIG CNTRL REBATE APPLY TO ACCT 9917452	140.72
20514	01/04/2019	CITY OF MADERA	TOILET REBATE(2) APPLY TO ACCT 7045072	200.00
20515	01/04/2019	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICALS & DOT RECERT EXAM	349.50
20516	01/04/2019	D&R DOOR SERVICE INC.	GARAGE DOOR REPAIR - FIRE STATION #56	606.74
20517	01/04/2019	DATAPROSE, LLC	DEC 2018 NEWSLETTER INSERTS	1,093.00

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20518	01/04/2019	DIAMOND COMMUNICATIONS	PAN AM FIRE ALARM SERVICE - JAN 2019	32.00
20519	01/04/2019	DIAMOND COMMUNICATIONS	JAN 2019 TELEPHONE ANSWERING SERVICE	115.00
20520	01/04/2019	DIAMOND COMMUNICATIONS	PW ALARM MONITORING SERVICE FEB-APR 2019	255.00
20521	01/04/2019	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 12/16/18 - 12/31/18	9,806.25
20522	01/04/2019	FOLEY-GALLEGOS, CECE	PER DIEM LOCC NEW MAYORS & COUNCIL MEMBERS ACADEMY	268.36
20523	01/04/2019	GALLEGOS, PETER	PER DIEM GRADES IV/V OCMR COURSE 1/7/19-1/10/19	231.00
20524	01/04/2019	GARCIA, SANTOS	PER DIEM LOCC NEW MAYORS & COUNCIL MEMBERS ACADEMY	268.36
20525	01/04/2019	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES MA020-00051 NOV 2018	1,015.00
20526	01/04/2019	LSA ASSOCIATES, INC	VILLAGE D-EIR NOVEMBER 2018	14,070.47
20527	01/04/2019	MADERA COUNTY TREASURER	NOVEMBER 2018 PARKING PENALTIES	229.50
20528	01/04/2019	MADERA TRIBUNE	ANNUAL LEAF CLEANUP ADVERTISEMENT	150.00
20529	01/04/2019	MADERA TRIBUNE	PUBLISH ORD. 957 C.S. AD 12/15/18	360.00
20530	01/04/2019	MONTES, STEVEN	PER DIEM LOCC NEW MAYORS & COUNCIL MEMBERS ACADEMY	268.36
20531	01/04/2019	KING, GLORIA	TURF REPLACEMENT REBATE (18-18)	600.00
20532	01/04/2019	SABA, DOREEN	TURF REPLACEMENT REBATE (18-14)	2,715.00
20533	01/04/2019	PACIFIC GAS & ELECTRIC	12/18 SERVICES	37,854.75
20534	01/04/2019	PACIFIC GAS & ELECTRIC	CONTRACT ID: 1245135; RELOCATION OF PG&E UTILITIES	4,251.70
20535	01/04/2019	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	887.31
20536	01/04/2019	PHOENIX GROUP INFO SYS	CITATIONS FOR NOVEMBER 2018	604.80
20537	01/04/2019	SALEM ENGINEERING GROUP	FOUNDATION/STRUCTURAL ANALYSIS OF 428 E YOSEMITE	8,875.00
20538	01/04/2019	STATE WATER RESOURCES CONTROL BOARD	OPERATOR CERTIFICATE RENEWAL FEE FOR LYNN HOLLIER	60.00
20539	01/04/2019	SUNBELT RENTALS, INC	CONCRETE PLANER RENTAL	308.83
20540	01/04/2019	TAMARACK PEST CONTROL	DECEMBER 2018 PEST CONTROL SVS	510.00
20541	01/04/2019	TESEI PETROLEUM, INC.	PROPANE FOR FACILITIES DIGESTER HEATING	4,201.91
20542	01/04/2019	TESEI PETROLEUM, INC.	FUEL 12/11/18 - 12/20/18	12,315.23
20543	01/04/2019	TYLER TECHNOLOGIES INC.	EXECUTIME ANNUAL MAINTENANCE 2/1/19-1/31/20	18,370.80
20544	01/04/2019	BELTRAN FABIAN OR THE CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.36
20545	01/04/2019	BENARD BARRY	UTILITY BILLING CREDIT REFUND	169.84
20546	01/04/2019	CABRERA JUAN M III	UTILITY BILLING CREDIT REFUND	196.84
20547	01/04/2019	CHAUHAN HARJINDER SINGH AND SOLIS CARMEN	UTILITY BILLING DEPOSIT REFUND	92.50
20548	01/04/2019	CITY OF MADERA OR ALVARADO DANIEL	UTILITY BILLING CREDIT REFUND	151.60
20549	01/04/2019	CITY OF MADERA OR CRUZ FRANCISCO	UTILITY BILLING CREDIT REFUND	151.01
20550	01/04/2019	CITY OF MADERA OR LUPICA AMY	UTILITY BILLING DEPOSIT REFUND	56.56
20551	01/04/2019	CITY OF MADERA OR THACKER RICKIE	UTILITY BILLING CREDIT REFUND	152.02
20552	01/04/2019	DAVIS JAMES	UTILITY BILLING DEPOSIT REFUND	27.18
20553	01/04/2019	DELLAVALLE EUGENE	UTILITY BILLING DEPOSIT REFUND	56.36
20554	01/04/2019	DVP LP	UTILITY BILLING DEPOSIT REFUND	72.30
20555	01/04/2019	HERNANDEZ RICARDO C/O H INVESTMENT LLC	UTILITY BILLING DEPOSIT REFUND	122.43
20556	01/04/2019	INDEPENDENT PROPERTY MANAGEMENT	UTILITY BILLING DEPOSIT REFUND	28.98
20557	01/04/2019	INIGUEZ-DE LA ROSA SARINA OR THE CITY OF MADERA	UTILITY BILLING CREDIT REFUND	163.06
20558	01/04/2019	JUARES CERVANTES BALTAZAR	UTILITY BILLING CREDIT REFUND	171.60
20559	01/04/2019	JUAREZ ZOILO	UTILITY BILLING CREDIT REFUND	237.70
20560	01/04/2019	LOPEZ MARIA TORRALBA	UTILITY BILLING CREDIT REFUND	66.09
20561	01/04/2019	MENDOZA ANITA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.68
20562	01/04/2019	MIRACLE SHAINA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.91
20563	01/04/2019	NEAR GINA	UTILITY BILLING DEPOSIT REFUND	26.80
20564	01/04/2019	PACHECO DULCE AND APOLINAR JR	UTILITY BILLING CREDIT REFUND	148.70
20565	01/04/2019	PINEDA JUAN GABRIEL	UTILITY BILLING CREDIT REFUND	510.70
20566	01/04/2019	RUBIO MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.94
20567	01/04/2019	SAMSON PATTI	UTILITY BILLING CREDIT REFUND	210.33
20568	01/04/2019	SHEIKH KHUBAIB	UTILITY BILLING DEPOSIT REFUND	45.92
20569	01/04/2019	SILVEIRA LAURA	UTILITY BILLING CREDIT REFUND	267.88
20570	01/04/2019	YOUNG DANIELLE C/O JACQUE AND COMPANY	UTILITY BILLING DEPOSIT REFUND	20.76
20571	01/04/2019	ZARAGOSA LETICIA	UTILITY BILLING CREDIT REFUND	109.13
20572	01/04/2019	ZEPEDA MIGUEL C/O JACQUE AND COMPANY	UTILITY BILLING DEPOSIT REFUND	24.00
20573	01/04/2019	US BANK CORPORATE PAYMENT SYSTEMS	11/18 CAL-CARD CHARGES	124,464.88
20574	01/04/2019	VERIZON WIRELESS	PD AIR CARDS 11/11/18 - 12/10/18	114.03
20575	01/04/2019	VERIZON WIRELESS	PW AIR CARDS SVS 11/11/18 - 12/10/18	114.03
20576	01/04/2019	VWR FUNDING, INC.	LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: WW	4,151.19
20577	01/04/2019	WEST COAST RUBBER RECYCLING	TIRE HAULING FOR TA4 AMNESTY GRANT	2,500.00
			BANK # 1 - UNION BANK GENERAL ACCOUNT TOTAL	2,010,729.15

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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: January 16, 2019

Agenda Number: B-3

SUBJECT: **CONSIDERATION OF A RESOLUTION RATIFYING A REVENUE AGREEMENT WITH MADERA COUNTY TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES IN THE COUNTY AREA FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

RECOMMENDATION: Staff recommends that the City Council (Council) adopt a resolution approving an Agreement with Madera County for operation of the Dial-A-Ride (DAR) transit system in the County areas and authorizing the Mayor to execute the Agreement on behalf of the City.

SUMMARY:

The County of Madera wishes to continue the longstanding partnership with the City of Madera in supporting DAR Program Services throughout the designated City and County DAR service areas. To this end, a one year Agreement has been negotiated and is presented for Council consideration. The Agreement differs from previous years in that a new formula based on actual DAR Program expenditures and reported trip data was used to calculate each party's share of cost. As such, a 10 percent contingency was included in the maximum obligation by the County for the Agreement and a determination will be made by year's end if this method will enable multi-year agreements to be recommended in the future.

DISCUSSION:

The City has provided DAR, a general public, demand-responsive, curb-to-curb service within the Madera Urbanized Area in conjunction with Madera County for a number of years. DAR provides an alternative service for passengers favoring the ease of on-demand, 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). DAR service is offered Monday through Friday from 7:00 a.m. to 6:30 p.m., Saturdays from 9:00 a.m. to 4:00 p.m. and

on Sundays from 8:30 a.m. to 2:30 p.m. DAR uses up to 9 active vehicles to provide approximately 35,000 passenger trips per year with roughly 13,000 revenue service hours.

Per Federal Transit Administration (FTA) guidance, DAR services are provided in geographic areas, not specific populations, i.e., to City residents or County residents. Consequently, the defined DAR service area allows City residents to benefit from services to points-of-interest that are outside of the fixed route service area and city limits. For example, students of Jack Desmond Middle School may reside within the City limits but need to attend extracurricular activities on a campus outside the City limit but within the DAR service area. By providing services to an Urbanized Area, these students have added transportation service, when fixed route or the school bus does not provide the service. The same access issues could be said for any City resident seeking to access a business or house of worship that operates between the City's northern border (Ellis Street) up to Avenue 19, the northern border for DAR service.

As a demonstration of collaboration with the County and as City residents have come to rely on its services, this Agreement allows for DAR to continue to serve the general public and extend beyond the minimum required service-area as defined by FTA Code of Federal Regulations Title 49 Section 37.131: Service Criteria for Complementary Paratransit Service Area.

TERM

The term of the Agreement is for a one year period, from July 1, 2018 through June 30, 2019. The Agreement is being presented retroactively since negotiation of this Agreement involved developing a new formula for calculating expenses based on actual data, where possible. This strategy is part of transit staff's efforts to improve the farebox recovery ratio, reduce costs, and increase ridership. Additionally, staff made attempts to negotiate a multi-year term as well as cost sharing that was less complicated, consistently billed, and did not jeopardize utilization of Federal Transit Administration (FTA) funds, since the City is the only designated recipient in the region. These efforts delayed this item coming forward earlier but provided a process and mutually agreed to terms, that may be revisited for future negotiations. To avoid the delay moving forward, staff have begun discussions for next year's agreement.

SERVICE

The level and type of service will be provided consistently and seamlessly throughout County and City areas. DAR service will be provided to all persons that call the advertised phoneline to schedule a ride within the designated DAR service area. Fares are based on passenger type (general, senior, or disabled, child under one year of age or disabled passenger companion), and there are no monthly passes sold for DAR services.

COST SHARING

The City and County have agreed to share the cost to provide Dial-A-Ride services in County areas based on average trip length, and estimated passenger miles per 100 trips in relationship to total passenger miles and the estimated ridership. FY 2016/17 audited actual expenditures less depreciation and less DAR fare revenues was calculated to propose the FY 2018/19 DAR Operating Budget. Based on trip length, passenger miles and ridership it is estimated that the

City budget 49.4 percent of total expenditures and County budget 50.6 percent for the service for FY 2018/19. Half of the County's expenditures will be secured by the City through FTA 5307 Program funds, and the County will then match those funds with County's local transportation dollars.

Staff recommends Council adopt the attached resolution which will continue existing DAR services in the County areas and authorizes the Mayor to execute the Agreement for FY 2018/19.

FINANCIAL IMPACT:
This Agreement does not impact the City's General Fund as all transit activities occur in their respective funds, which solely rely on a combination of grants and local transportation revenues. As agreed upon with County, the estimated operating cost for the City to provide DAR in the County area is not to exceed $503,872, this includes a 10 percent contingency, and will be reflected as revenue in the City's DAR budget. The City was allocated $229,033 in FTA monies for DAR Program services and the County will contribute a matching $229,033 in Transportation Development Act (TDA) local transportation funds. The contingency will be split evenly between FTA and County TDA as needed. Should the actual operating costs exceed the $503,872 prior to the end of the fiscal year, City may reduce DAR services in the County areas as allowable by regulation, until a new Agreement covering costs can be established.

While the Agreement with the County improves opportunities for service provision to City residents, it also serves as a vehicle to support economies of scale and cost sharing. The unaudited financial statements from the prior year's Agreement with the County for DAR services through June 30, 2018 show DAR operating expenditures were $1,018,193. Of that, the County contributed $296,843 in local transportation revenues. These monies are local matching dollars to FTA monies designated for DAR service for Madera Urbanized Area. As a result, last fiscal year the City was able to utilize the $296,843 in FTA monies for DAR services which did not have to be offset by City TDA funds or other resources. This saved the City almost $300,000 in Local Transportation Funds that could then be allocated to repair our streets and roads or other transportation related capital projects.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Adoption of the resolution approving the FY 2018/19 Dial-A-Ride Agreement between the City and County is consistent with Strategy 121 of the City of Madera Vision 2025 Plan:

Multi-Modal Transportation: Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:
If Council does not approve the recommended action, the Grants Department would likely cease DAR services to no more than the minimum FTA required areas (3/4 mile around fixed routes) or secure other funding sources such as the City's TDA allocation or General Fund to cover the local

match required to continue services as they currently operate. The City would still need to spend an estimated $114,500 for the six months of this fiscal year already serviced.

ATTACHMENTS:

1. Council Resolution
2. Agreement: City-County Fiscal Year 2018-19 Dial-A-Ride Services in Madera Urbanized Area

RESOLUTION No. 19-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AN AGREEMENT WITH MADERA COUNTY TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES TO COUNTY AREAS FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera (City) provides Dial-A-Ride transit services for the Federal Transportation Administration's (FTA) recognized Urban Area (City of Madera); and

WHEREAS, the County of Madera (County) wishes to have Dial-A-Ride services in FTA recognized Urban Cluster Areas (county areas) that are within the designated Dial-A-Ride service area; and

WHEREAS, the City and County have agreed to share the cost to provide Dial-A-Ride services in county areas based on average trip length, and passenger miles in relationship to total passenger miles; and

WHEREAS, the Agreement between the City and the County for Dial-A-Ride services in the county areas is recommended for approval.

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-County Dial-A-Ride Agreement, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.

3. The City's participation in this Agreement as of July 1, 2018, is hereby ratified.

4. The Mayor is authorized to execute the Agreement on behalf of the City.

5. This resolution is effective immediately upon adoption.

****

AGREEMENT BETWEEN THE CITY OF MADERA AND THE COUNTY OF MADERA FOR DIAL-A-RIDE SERVICES IN THE MADERA URBANIZED AREA

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CITY OF MADERA, a municipal corporation, hereinafter "CITY," and COUNTY OF MADERA, hereinafter "COUNTY."

AGREEMENT

1. **PURPOSE.** The purpose of this AGREEMENT is to foster economies of scale through assistance in coordination of funding for mutually beneficial transit services, and to support implementation of a performance-based approach to transportation decision-making.

2. **SERVICE AREA**. The overall service area is represented by the Federal Transit Administration (FTA) and California Department of Transportation (Caltrans) definitions of Urbanized Area (UZA). As shown in Attachment A, the service area is generally bounded by Avenue 12 and Road 30 ½ on the South/East, and Avenue 19 and Road 23 on the North/West. The service area upon mutual agreement, may be adjusted upon request by either party. Such an adjustment of service must meet or exceed any FTA/Caltrans service-area requirements and may necessitate an increase or decrease of financial obligation as referenced in Section 5 below.

3. **SERVICE AND TRIPS**. CITY agrees to deliver Dial-A-Ride/ADA Paratransit (DAR Program) transportation services. Services may be executed by

contracting with a transportation operator, hereinafter referred to as "CONTRACTOR" within a specified Service Area as defined in Section 2. CITY will manage and monitor the implementation of the DAR Program. The scope and conditions of operation of the DAR Program are set forth in the contract between the CITY and CONTRACTOR, as shown in Attachment B, which is incorporated as a part of this AGREEMENT. Definition of trip used will be by origin in the DAR service area map.

4. **AGREEMENT TERM.** This AGREEMENT will be for a one (1) year period, July 1, 2018 through June 30, 2019.

5. **FINANCIAL OBLIGATIONS**. Payment to CITY for DAR Program services to/within the County service area identified in Attachment A shall be made as follows: CITY'S Fiscal Year 2016/17 Actual DAR Program expenditures will be used for budgeting operations costs. COUNTY shall reimburse CITY a total not-to-exceed five hundred and three thousand eight hundred and seventy-two dollars ($503,872) for Fiscal Year 2018/19 DAR Program service.

6. COMMUNICATIONS

A critical component of this relationship involves open and productive communication, which leads to setting service priorities and federal funding needs. City is responsible for noticing County of any significant change in DAR Program service or fares prior to implementation in accordance with City's public notice policies and requirements. City will also provide regular Performance Data Indicators (Attachment C) as provided to Madera County

Transportation Commission (MCTC). County is responsible for noticing City of any changes to local, state, or other federal funding resources that may impact DAR Program services. County is also responsible for communicating comments or concerns with any performance data (Attachment C) on a regular basis as part of quarterly MCTC transit quarterly meetings and/or Madera Transit Advisory Board meetings or other identified venues as appropriate. City and County also agree to comply with Federal Transit Administration funding requirements as indicated in Attachment D: Federal Transit Administration Required Clauses.

7. **RIGHTS**. Prior to implementation of any significant change in DAR Program service, fares, or related operational concerns, CITY and COUNTY will attempt to reach an agreement regarding same.

8. **PAYMENT SCHEDULE**. Payment to CITY for COUNTY's pro-rata DAR Program operating costs will be paid in at least four (4) quarterly payments per CITY claims submitted and reviewed by COUNTY against COUNTY TDA funding apportionment. Submitted claims as reviewed by COUNTY at time of submission for payment by MCTC will be based on actual operating costs, but total claim amount will not exceed the maximum obligation as specified in this AGREEMENT.

9. **PAYMENT PROCEDURES**.

Transportation Development Act (TDA): CITY will be paid pro-rata DAR Program operating costs from COUNTY through the Madera County Transportation Commission (MCTC) Transportation Development Act (TDA) claims process. At minimum, each quarter, the CITY will be responsible for

preparing a Local Transportation Fund (LTF) and/or State Transportation Assistance (STA) fund claim including the pro-rata operating costs for submittal to MCTC. Quarterly TDA billing that includes pro-rata DAR Program operating costs shall be consistent with actual expenditures during the claim period, but the combined claims during the term of this AGREEMENT will not exceed the maximum obligation specified in Attachment E. CITY will be responsible for forwarding a copy of the completed TDA claims to the COUNTY.

FTA SECTION 5307 URBANIZED AREA FUNDS: California Department of Transportation (Caltrans) is the Governor appointed Designated Recipient of FTA 5307 funds for small urbanized areas (UZAs) and facilitates the identification of UZAs as part of the Federal Transportation Reauthorization process. CITY, as the eligible entity authorized by the Designated Recipient in Madera County, agrees to submit applications for and claim appropriate FTA operating and capital Section 5307 funds for payment of all allowable DAR Program services. Billing against FTA 5307 operating funds shall be consistent with actual expenditures and COUNTY's pro-rata share of DAR Program services not to exceed the amount as specified in this AGREEMENT in Attachment E.

10. **INTEGRATION**. This AGREEMENT, together with Attachments A, B, C, D and E, represents the entire and integrated AGREEMENT between COUNTY and CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by a subsequent written agreement signed by both parties. In the event of a conflict between this

AGREEMENT and any attachment(s) or exhibit(s) hereto, this AGREEMENT shall be controlling.

11. **INSURANCE**. CITY shall cause CONTRACTOR to provide proof of insurance in the amount of not less than Five Million Dollars ($5,000,000) to COUNTY's Risk Manager. Such insurance policies shall name COUNTY, its officers, agents, employees and volunteers as additionally insured. Proof of insurance shall be provided to COUNTY in writing at the address of:

COUNTY OF MADERA
Attention: Risk Manager
200 West Fourth Street
Madera, CA 93637

12. **INDEMNIFICATION.** Now, therefore, County and City agree to the following:

County shall indemnify and save harmless the City, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of County, its officers, agents, employees and/or servants in connection with the Activity.

City shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City, its officers, agents, employees, and/or servants in connection with the Activity.

13. **DISPUTES AND REMEDIES**. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COUNTY and the CITY arising out of or relating to this AGREEMENT or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COUNTY is located. No action or failure to act by the COUNTY or CITY shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

14. **TERMINATION**.

Right to Termination

A. Without Cause: Either party will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed by CITY and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT and is conditioned upon receipt from CITY of any and all plans, specifications and estimates, and other documents prepared by CITY in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

(1) Be adjudged as bankrupt, or

(2) Become insolvent or have a receiver appointed, or

(3) Make a general assignment for the benefit of creditors, or

(4) Suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or

(5) Materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be affected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is

not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CITY'S scope of work exceeds the unpaid balance of the AGREEMENT, the CITY must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT and is conditional upon receipt from the CITY of any and all plans, specifications and estimates, and other documents prepared by the CITY by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes on non-performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which CITY'S services are to be performed, may immediately suspend performance by CITY,

in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

15. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**. This contract is financed in part with funding received under Section 5307 of the Federal Transit Administration Circular 9030.1E. CITY shall require of CONTRACTOR by contract that all services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to federal clauses as identified in Attachment D.

****

IN WITNESS WHEREOF, the foregoing AGREEMENT is executed on the day and year first above written.

ATTEST:

_____
Clerk, City of Madera

CITY OF MADERA:

_____
Andrew J. Medellin, Mayor

APPROVED AS TO LEGAL FORM:

_____
City Attorney

COUNTY OF MADERA

_____
Chairman of Board of Supervisors

ATTEST:

_____
County Clerk

Approved as to Legal Form:
COUNTY COUNSEL

By _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By _____

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By _____

ACCOUNT NUMBERS:

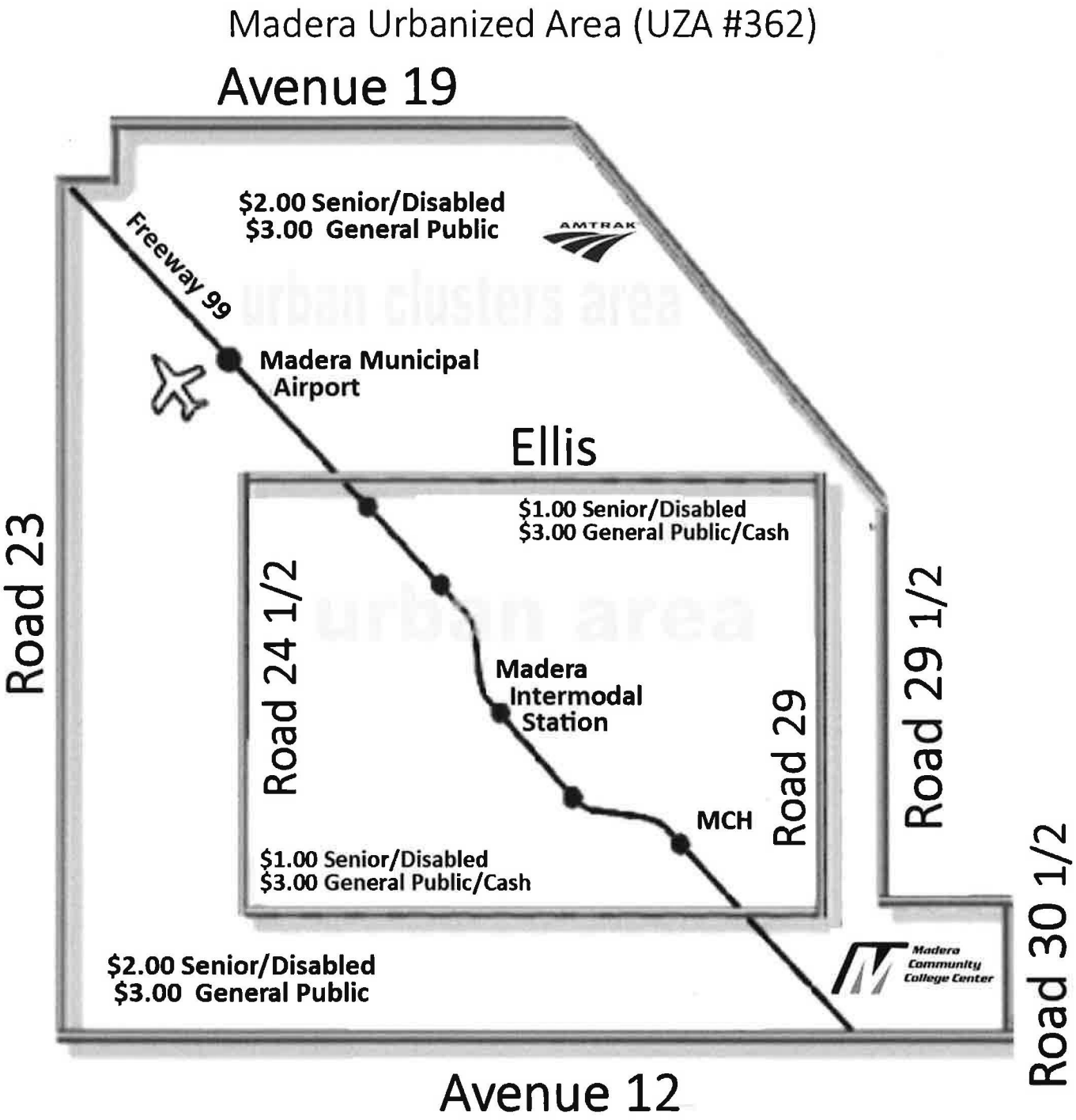
_____

_____

ATTACHMENTS

Attachment A:	DIAL-A-RIDE (DAR) SERVICE AREA
Attachment B:	MANAGEMENT AND OPERATIONS CONTRACTS FOR CITY OF MADERA TRANSIT SERVICES
Attachment C:	DAR PROGRAM DATA TEMPLATE
Attachment D:	FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES
Attachment E:	COST SHARING FORMULA

ATTACHMENT A
DIAL-A-RIDE SERVICE AREA
(not to scale – for information purposes only)



Agreement for Management and Operation of Madera Transit Services

MEMORANDUM OF EXTENSION OF AGREEMENT

WHEREAS, the City of Madera and First Transit, Inc. entered into an Agreement for Management and Operation of Madera Transit Services (the "Agreement") on August 6, 2014, for the provision of fixed route and dial-a-ride services in the City of Madera; and

WHEREAS, Section 1 of the Agreement provides for a three-year term through June of 2017 with two optional one-year extensions thereafter upon written agreement of the parties and additionally the option to extend on a month-to-month basis for a maximum of six months; and

WHEREAS, parties to the Agreement entered into the first of the optional one-year extension through June 30, 2018; and

WHEREAS, parties to the Agreement concur to enter into the month-to-month extension not to exceed six-months.

NOW THEREFORE, the parties hereby agree to:

1. Extend the Agreement on a month-to-month basis beginning July 1, 2018 and not to exceed six months or December 31, 2018 pursuant to Section 1 of the Agreement.
2. Pursuant to the terms of the Agreement, the parties concur that a 2.1% increase in applicable compensation under the Agreement shall be in effect for the duration of the extension based on Consumer Price Index as of May 2018.
3. For the duration of the extension, at least 10 days prior to the end of each monthly extension provided for in this Memorandum of Extension, the City of Madera shall provide notice to First Transit in writing of its desire to extend the Agreement for the following month.

CITY OF MADERA

Dated: 09/20/18

By: _____

FIRST TRANSIT, INC.

Dated: 8/9/18

By: _____

Nicholas E. Prumpouras

Its: Senior Vice President

MEMORANDUM OF EXTENSION OF AGREEMENT

WHEREAS, the City of Madera and First Transit, Inc. entered into an Agreement for Management and Operation of Madera Transit Services (the "Agreement") on August 6, 2014, for the provision of fixed route and dial-a-ride services in the City of Madera; and

WHEREAS, Section 1 of the Agreement provides for a three year term through June of 2017 with two one year extensions thereafter upon written agreement of the parties; and

WHEREAS, parties to the Agreement desire to enter into the first of the one year extensions.

NOW THEREFORE, the parties hereby agree as to extend the Agreement through June 30 of 2018 pursuant to Section 1 of the Agreement.

CITY OF MADERA

Dated: 07/19/17

By: _____
Andrew J. Medellin, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FIRST TRANSIT, INC.

Dated: 07/19/17

By: _____
Nicholas E. Prompongis

Its: Senior Vice President

AGREEMENT FOR MANAGEMENT AND OPERATION
OF
MADERA TRANSIT SERVICES

This Agreement made and entered into this 6th day of, August 2014 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "City," and First Transit, Inc., hereinafter referred to as "Contractor" for management and operation of the City of Madera Transit System's 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. 201314-04 ("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. **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 July 1, 2014 through June 30, 2015. Contract Year 2 will be July 1, 2015 through June 30, 2016. Contract Year 3 will be July 1, 2016 through June 30, 2017 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.

2. **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). **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.

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 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 establish an operations and dispatching headquarters within the city using the City's Intermodal Transportation Facility unless otherwise approved by City. Contractor shall relocate its operations to a proposed new transit administration facility, if completed during the contract period.

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 be intemperate, troublesome, rude, disorderly, inefficient, or otherwise objectionable, as determined by Grants Administrator or designee. 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 unsuitable for the performance of transportation service for City; 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). **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. 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).

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.

7). **Uniforms**: Contractor shall provide uniforms for vehicle operators in conformance with standards mutually agreed upon by the City and Contractor.

8). **Driver Training Program**:

a. **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.

b. **California Vehicle Code Compliance:** Contractor shall comply with California vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).

c. **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.

d. **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.

e. **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.

9). **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.

10). **Compliance with Federal, State and Local Requirements:** Contractor shall comply with all applicable Federal State and Local requirements, including 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.

11). **Charter Service**: Contractor shall not operate charter service using City vehicles without prior written consent from City. Charter service will be provided in accordance with FTA regulations.

12). **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.

13). **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.

14). **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.

15). **Invoicing and Billing**: Contractor shall submit detailed monthly invoices and/or billings to the City for reimbursement of services rendered. 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 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.

16). **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.

17). **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 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.

18). **Equipment and Vehicle Maintenance and Management**: City shall provide all 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 unless otherwise directed by City. 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. 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 requirements. Contractor will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance. 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. 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. City will inspect buses monthly to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 5 - City of Madera Transit Performance Standards, Incentives and Penalties.

e. Contractor shall inspect vehicles daily for cleanliness and safe mechanical condition.

f. 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.

g. 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.

19). **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. 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 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 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.

20). **Conferring and Coordinating**: Contractor shall meet, confer, and coordinate with City on a frequent basis, as reasonably determined by City.

21). **Other Duties**: Contractor shall perform all other work as may be necessary to comply with the requirements of this Agreement.

22). **Dispatching Software**: Contractor shall install Trapeze Simpli Transport dispatching software with enhanced functions, including a data plan for a minimum of eight (8) buses. Contractor shall provide a minimum of sixteen (16) tablets (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 inclusive of enhancements within sixty (60) days of initiation of this Agreement. Contractor shall be responsible for compatibility of the Trapeze Simpli Transport system with expansion of the fleet.

23). **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. City shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

24). **Records and Reports**: Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements of the RFP, including the following for DAR and MAX:

a. Daily ridership by vehicle
b. Daily ridership by wheelchair-bound passengers
c. Daily mileage by vehicle
d. Daily vehicle service hours by vehicle

e. Trip log from each vehicle operator
f. Dispatch records showing times for:
- Receipt of service requests
- Pickup point/drop-off point
- Pickup assignment made
- Actual pickup
- Variance between promised times and actual pickup times
- Actual delivery of passenger

g. On-time performance
h. Trip denials
i. ADA eligibility certifications and trip requests/denials

A monthly operating report will summarize the data collected daily. 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. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

3. 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.

A. **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.

B. **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 provided in a separate agreement with City. 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 to the proposed new Transit Administration and Maintenance Facility should construction be completed during the contract period.

C. **Routing and Scheduling**: City shall provide routing and scheduling directives for fixed-route service. **Contractor** shall provide routing and scheduling for Dial-A-Ride.

D. **Bus Stops and Bus Shelters**: City shall provide bus stops, bus shelters, and related amenities.

E. **Maintenance**: City shall maintain, repair, and replace City-owned vehicles, including parts and labor.

F. **Tickets/Passes and Schedules**: City shall coordinate with Contractor to develop tickets, passes and DAR and MAX schedules/brochures for distribution by Contractor.

G. **Advertising and Marketing**: City shall coordinate with Contractor to develop, promote, and distribute advertising and promotional transit materials.

H. **Payment**: City shall ensure payment of proper charges within thirty (30) days after **Contractor** submission of the monthly invoice and/or billing.

I. **California Highway Patrol (CHP) Fees**: City shall provide payment for appropriate and necessary CHP inspection fees.

J. **Vehicles:** City shall provide all vehicles required for provision of the services under this Agreement.

4. **RECORDS AND REPORTS**: Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements in the RFP and including the following for DAR and, MAX:

A. Daily ridership by vehicle
B. Daily ridership by wheelchair-bound passengers
C. Daily mileage by vehicle
D. Daily vehicle service hours by vehicle
E. Trip log from each vehicle operator
F. 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
G. On-time performance
H. Trip denials
I. ADA eligibility certifications and trip requests/denials

A monthly operating report will summarize the data collected daily. 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. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

5. **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 **July 1, 2014 through June 30, 2015**, Nine-Hundred Eight Thousand, Eight-Hundred Forty Dollars ($908,840), for a maximum of 15,200± 15% vehicle service hours for MAX and 13,600± 15% vehicle service hours for Dial-A-Ride.

Note: Costs after FY14/15 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, 2015 through June 30, 2016**, an estimated Nine-Hundred Twenty-Seven Thousand, Seventeen Dollars ($927,017), 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 the CITY and **CONTRACTOR**.

3). For the period **July 1, 2016 through June 30, 2017**, an estimated Nine-Hundred Forty-Five Thousand, Five-Hundred Fifty-Seven Dollars ($945,557) 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**.

4). For the period **(Option Year 1) July 1, 2017 through June 30, 2018**, an estimated Nine-Hundred Sixty-Four Thousand, Four-Hundred Sixty-Eight Dollars ($964,468) 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**.

5). For the period **(Option Year 2) July 1, 2018 through June 30, 2019**, an estimated Nine-Hundred Eighty-Three Thousand, Four-Hundred Twenty-Four Dollars ($983,424) 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 FY2014-15, 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, FY2014-15" will be considered a firm price. Effective July 1st 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 6, Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 6(a) 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.

6. **PRICE FORMULA**: Effective July 1 of each contract year beyond FY2014-15, 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 July 1, 2014 through June 30, 2015, the cost per vehicle service hour is $23.45 for MAX and Dial-A-Ride. Contractor's total proposed costs for "Year 1, FY2014-15" 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 July 1, 2014 through June 30, 2015, the fixed monthly fee is $19,454. Contractor's total proposed costs for "Year 1, FY2014-15" 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.

7. **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 6 (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.

8. 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:

First Transit, Inc.
222192 Network Place
Chicago, IL 60673

9. CONTROL:

A. All services rendered by Contractor under this Agreement shall be subject to control of City.

B. 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.

10. 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.

11. 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.

12. 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.

13. SUCCESSION: This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

14. 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 6 - 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.

15. 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, 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.

16. 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 5 - 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.

17. 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) 661-3690

If to **Contractor**: Contract Administrator
First Transit, Inc.
(use local address)

with a copy to: General Counsel
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 Section 5335 (formerly Section 15) of the Federal Transit Act of 1992 as amended and the California Public Utilities Code, Chapter 4, Section 99243. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. **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.

44. **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 _____
Robert L. Poythress, Mayor

FIRST TRANSIT, INC.

By _____

Title Senior Vice President

ATTEST:
Sonia Alvarez,
City Clerk

By Sonia Alvarez

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

FY 2019 – 2021
AGREEMENT FOR MANAGEMENT AND OPERATION
OF
MADERA TRANSIT SERVICES

This Agreement made and entered into this 7th day of Nov 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

MV PUBLIC TRANSPORTATION, INC.

By _____
Erin Niewinski
Title Co-Interim CFO

ATTEST:
Sonia Alvarez,
City Clerk

By _____

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FY 2019 – 2021 AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES

Exhibits

Exhibit A ..... Conformed Request for Proposal (RFP) No 201718-10

Exhibit B .....Cost Proposal

Exhibit C .....CONTRACTOR's proposal dated August 8, 2018

ATTACHMENT C

DAR PROGRAM DATA TEMPLATE
(provided with quarterly claim statement to MCTC)

TDA PERFORMANCE DATA & INDICATORS

Agency

xx/xx/xx to xx/xx/xx

Period

System

Performance Data

Operating Cost	
Total Passengers	
Vehicle Service Hours	
Vehicle Service Miles	
Employee FTE	
Passenger Fares	

Performance Indicators

Operating Cost per Passenger	Input Needed
Operating Cost per Vehicle Service Hour	Input Needed
Operating Cost per Vehicle Service Mile	Input Needed
Passengers per Vehicle Service Hour	Input Needed
Passengers per Vehicle Service Mile	Input Needed
Vehicle Service Hours per Employee	Input Needed
Average Fare per Passenger	Input Needed
Subsidy per Passenger	Input Needed
Farebox Recovery Ratio	**Input Needed**

ATTACHMENT D

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Contractor to ensure that all applicable FTA required clauses are adhered to, including but not limited to, compliance by its subcontractors and sub-consultants.

Sec	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 100K for Construction, Goods, Rolling Stock
3	Charter Bus and School Bus Requirements	Operational Service
6	Energy Conservation Requirements	All
7	Clean Water Requirements	Value> 100K
8	Bus Testing	Rolling Stock Acquisition
9	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
10	Lobbying	Construction, A/E, Services, Rolling Stock
11	Access to Records and Reports	Construction, A/E, Services, Rolling Stock
12	Federal Changes	All
14	Clean Air	Value> 100K
15	Recycled Products	Value> 10K In Fiscal Year
17	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
18	No Government Obligation to Third Parties	All
19	Program Fraud and False or Fraudulent Statements and Related Acts	All
20	Termination	Value> 10K
21	Government-Wide Debarment and Suspension (Non-procurement)	Value> 25K
22	Privacy Act	All
23	Civil Rights Requirements	All
24	ADA Access Requirements	All
25	Breaches and Dispute Resolution	Value> 100K
27	Transit Employee Protective Agreements	Transit Operations
28	Disadvantaged Business Enterprise (DBE)	All
29	Incorporation of Federal Transit Administration (FTA) Terms	All
30	Drug and Alcohol Testing	Operational Service/Safety Sensitive
31	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
32	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
33	Davis Bacon/Copeland Anti-Kickback Act	Construction >$2,000

FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10.131- 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down from MTD to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance

Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" .Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

BUY AMERICA REQUIREMENTS
49 U.S.C.53230)
49 U.S.C.5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow down Requirements: The Buy America requirements flow down from MTD to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 53230) as amended by MAP-21, 49 U.S.C. 5323(h), and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and Grantee (MTD) small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323U)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Note: General waivers for small purchases do not apply to Contractor equipment purchases when Contractor's contract value exceeds $100,000 in value.

A bidder or offeror must submit to MTD the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from MTD to first tier service contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from MTD to first tier service contractors.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments", 49 CFR part 622, subpart C.

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CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow down Requirements: The Clean Water Act requirements flow down to MTD third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 -1377 et seq

(b) The contractor agrees to report each violation to MTD and understands and agrees that MTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f- 300j-.6

(d) The contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

BUS TESTING
49 U.S.C. 5318(e)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) as amended by MAP-21 and FTA's implementing regulation at 49 CFR Part 665, to the extent they are consistent with 49 U.S.C. 5318€, as amended by MAP-21 and shall perform the following:

(a) In each application to FTA for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by the FTA, MTD shall certify that the bus was tested at the bus testing facility. MTD shall receive the appropriate full bus testing report and any applicable partial testing report(s) before final acceptance of the first vehicle by the recipient.

(b) In dealing with a bus manufacturer or dealer, MTD shall be responsible for determining whether a vehicle to be acquired requires full testing or partial testing or has already satisfied the requirements of this part.

(c) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by MTD which will be prior to the recipient's final acceptance of the first vehicle.

(d) A manufacturer who releases a report under paragraph (c) above shall provide notice to the operator of the testing facility that the report is available to the public.

(e) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(e) A bus testing report shall be available publicly once the bus manufacturer makes it available during MTD's procurement process. The operator of the facility shall have copies of all the publicly available reports available for distribution.

(f) The bus testing1 report is the only information or documentation that shall be made publicly available in connection with any bus model tested at the bus testing facility.

PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS
49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey contractor.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title. **Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;

(2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(3) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(4) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow down Requirements: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to MTD.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.1 7

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements: FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where MTD or a sub-grantee of MTD in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(5) FTA does not require the inclusion ofthese requirements in subcontracts.

[Remainder of page intentionally left blank]

(6) Requirements for Access to Records and Reports by Types of Contract

Contract **Characteristics**		Operational **Service** Contract	Turnkey	Construction	Architectural Engineering	Acquisition of **Rolling Stock**	Professional **Services**
Non- State Grantees			Those imposed on non-state Grantee pass thru to Contractor				
a. Contracts below SAT ($100 ,000)		Yes[1]		Yes	Yes	Yes	Yes
b. Contracts above $100,000/ Capital Projects		Yes[1]		Yes	Yes	Yes	Yes

Sources of Authority:

[1] 18 CFR 18.36 (i)

FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - the Contractor 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 Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 - 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7601(q) et seq. The Contractor agrees to report each violation to MTD and understands and agrees that MTD, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contra cts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12).

Flow down Requirements: Applies to third party contractors and subcontractors.

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractos to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contr acts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 CFR Part 18
FTA Circular 4220.1F

(See Section 18 of Contract Document)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the 0MB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, subcontractor supplier, consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the 0MB guidance at 2 CFR 180.220(c)(see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension,* Executive Order 12689, *Debarment and Suspension,* and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all MTD contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions"

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow Down: These requirements flow down to contractors and subcontractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT
5 U.S.C.552

Applicability to Contracts: When MTD maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623 , 42 U.SC. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132 , 49 U.S.C.§ 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(See Page 80 of 97 in RFP)

ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794 , 42 U.S.C. § 12101

Applicability to Contracts: Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of MTD. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MTD. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MTD shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by MTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the MTD is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTD or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to MTD's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

[Remainder of page intentionally left blank]

(b)) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date **of** which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26
Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

(See Attachment B to RFP; and page 81 of 97 in RFP)

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Flow down Requirements: The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions.

[Remainder of page intentionally left blank]

DRUG AND ALCOHOL TESTING
49 U.S.C. §533 1
49 CFR Part 655
49 CFR Part 382

Applicability to Contract s: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or sub- recipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants

Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations the State Oversight Agency of California, or MTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to MTD. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS
49 CFR Part 26

49 CFR §26.49 Contractor must submit to MTD a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. MTD may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal-setting procedures.

METRIC REQUIREMENTS
15 U.S.C. §§205
2007-Pub. L. 110- 69

As required by U.S. DOT or FTA, MTD agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.;* Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the MTD agrees to accept products and services with dimensions expressed in the metric system of measurement.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS
49 U.S.C. 5333
40 U.S.C. 3141 - 3144
40 U.S.C. 3146 - 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause *(see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

F low Down

Applies to third party contractors and subcontractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or heir representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate,) the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer,

to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assetfor the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove *every* additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate,) the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(0) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted-contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of

wages required by the contract. In the *event* of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, MTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(8) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(8) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to MTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(8) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the *above* certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees

during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the *event* the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the contractor's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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ATTACHMENT E
COST SHARING FORMULA

MAY 2018 TRIP MILEAGE ESTIMATES

Total DAR Miles: **9041.72**
Average DAR Trip Miles: **3.93**

Urban Area (City) Trip Miles, Total: **3358.66**
Urban Area Trip Miles, Avg: **2.44**

Urban Cluster (County) Trip Miles, Total: **5683.06**
Urban Cluster Trip Miles, Avg: **6.13**

DAR Operating Budget Calculations

FY16-17 Actual Expenditures	$	999,490 (audited)
Less Depreciation	$	(72,359)
Less Fare Revenue	$	(22,732)
	$	**904,399**

Expense Calculations

FY17-18 DAR Monthly Reports
City Ridership: 71.0% 25189 Total Trips
County Ridership: 29.0% 10289 Total Trips
35478

FY 17-18 Mileage Estimates
City Trip Length 2.44 Miles
County Trip Length 6.13 Miles

Miles per 100 total trips:
City 71.0% x 2.44 x 100 = 173.2 Miles
County 29.0% x 6.13 x 100 = 177.8 Miles
351.0 Miles

FY18-19 Expense Subtotals:
City 173.2 / 351.0 = 49.4%
49.4% x $904,399 = $ 446,773

County 177.8 / 351.0 = 50.6%
50.6% x $904,399 = $ 458,065

County Cost Obligation Calculations $ 458,065

FTA 5307 Contribution via City: $ 229,033

County TDA: LTF/STA Reimbursement: **$ 229,033**

10% Service Contingency (claimed evenly against TDA and FTA as needed) **$ 45,807**

GRAND TOTAL TO CITY FOR DAR SERVICES IN COUNTY AREA **$ 503,872**

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 16, 2019

Agenda Number: B-4

SUBJECT:

Consideration of a resolution appointing Alexander Salazar and Robert Gran Jr. to the City of Madera Planning Commission (Commission).

RECOMMENDATION:

Staff recommends that the City Council (Council) accept the recommendations of Councilmembers Steve Montes and Cece Foley Gallegos and adopt the resolution appointing Alexander Salazar and Robert Gran Jr. to fill the current vacancies in the Commission.

SUMMARY:

The term of office for Planning Commissioner Kenneth Hutchings ended in December, 2018 in conjunction with the election of Steven Montes to the District No. 3 seat of the Council. After consideration, it is the desire of Councilmember Montes to nominate Alexander Salazar to serve as his appointment to the Commission. The term of office for Planning Commissioner Bruce Norton ended in December, 2018 in conjunction with the reelection of Councilmember Foley Gallegos to the District No. 1 seat of the Council. After consideration, it is the desire of Councilmember Foley Gallegos to nominate Robert Gran Jr. to serve as her appointment to the Commission. Mr. Gran has been serving as the District No. 5 Commissioner. His appointment by Councilmember Foley Gallegos will result in a vacancy in the Commission for District No. 5. It is anticipated that newly elected Councilmember Santos Garcia will nominate a District No. 5 Commissioner soon.

Staff recommends Council adoption of a resolution appointing Alexander Salazar and Robert Gran Jr. to the Commission. The appointment terms will run through December of 2022.

DISCUSSION:

The Commission is comprised of seven members. Commissioners are nominated individually, one by the Mayor and one by each of the six Council Members. Appointments to the Commission are for a term of four years or until the Councilmember who nominated the Commissioner is no longer serving as a Council Member, whichever period is less. When a Planning Commissioner vacates his/her office, their replacement completes the original term of office. With the appointment of Alexander Salazar and Robert Gran Jr. to the Commission, the current appointments to the Commission will be as follows:

Council Member	Appointee	Term Expires
Mayor Andy Medellin	Ramon Lopez-Maciel	12/20
Council Member Cece Foley Gallegos	Robert Gran Jr.	12/22
Council Member Jose Rodriguez	Israel Cortez	12/20
Council Member Steve Montes	Alexander Salazar	12/22
Council Member Derek Robinson	Richard Broadhead	12/20
Council Member Santos Garcia	Vacant	12/22
Council Member Donald Holley	Pamela Tyler	12/20

FINANCIAL IMPACT:

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concept of public participation.

ALTERNATIVES:

Council appointments to the Commission are recommended to the Council by the individual appointing Councilmembers, for appointment by the whole of the Council. The Council can affirm or reject the recommended appointee. If rejected, the appointing Councilmember may recommend a different citizen for appointment, to again be affirmed or rejected by the whole of the Council.

ATTACHMENTS:

1. Application of Alexander Enrique Salazar
2. Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING ALEXANDER SALAZAR AND ROBERT GRAN JR. TO THE CITY OF MADERA PLANNING COMMISSION

WHEREAS, Alexander Salazar has been nominated by Councilmember Steve Montes to serve on the City of Madera Planning Commission; and

WHEREAS, Robert Gran Jr. has been nominated by Councilmember Cece Foley Gallegos to serve on the City of Madera Planning Commission; and

WHEREAS, it is the intention and desire of the City Council to appoint Alexander Salazar and Robert Gran Jr. to the Planning Commission,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. Alexander Salazar is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.

2. Robert Gran Jr. is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.

3. This resolution is effective immediately upon adoption.

* * * * * *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☐ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☒ Planning Commission
- ☐ Transit Advisory Board
- ☐ Other:_____

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
SALAZAR	ALEXANDER	ENRIQUE

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]	[redacted]	[redacted]

MAILING ADDRESS	CITY, STATE ZIP	
[redacted]	[redacted]	[redacted]

EMPLOYER	JOB TITLE	BUSINESS PHONE
PREMIER VALLEY INC	SALES AGENT	(559)675-5965

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
33 YEARS 6 MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

Madera High graduate, class of 2003.
Some college, Madera Community College and DeVry University.

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Madera Association of Realtors: President, Government Affairs Director
California Association of Realtors: Region 12 Director, Issues Mobilization Political Action Committee Trustee.
Madera County Democratic Central Committee: Member
Madera Democratic Club: President. Madera Young Professionals: Director.
Madera Rotary Foundation: Vocational Director.

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

2018 City of Madera Transit Advisory Board President.

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

As planning commissioner I will be fair and open minded about the ideas to plan the future of the City I am a great listener and analyzer of facts and information. I understand the issues and some of the ordinances in the city. I have experience with public speaking and working with groups to accomplish a goal. I have experience in real estate and land use development that I can bring to the commission.

REFERENCES (Optional):

12/17/18
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 16, 2019

Agenda Number: B-5

SUBJECT:

Consideration of a Resolution Appointing DJ Becker, Tim Riche, Cynthia Ortegon, and Diana Robbins to the Americans with Disabilities Act Advisory Council (MADAAC)

RECOMMENDATION:

Staff recommends the City Council (Council) take action on the resolution approving Mayor Pro Tem Montes' appointment of DJ Becker, Councilmember Gallegos' appointment of Tim Riche, Councilmember Rodriguez' appointment of Cynthia Ortegon, and Councilmember Holley's appointment of Diana Robbins to MADAAC.

SUMMARY:

The proposed action will appoint DJ Becker, Tim Riche, Cynthia Ortegon, and Diana Robbins to MADAAC to serve for terms not to exceed the terms of the recommending Council members.

DISCUSSION:

MADAAC was established by the Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members appointed by the Council. Each member of the Council may recommend an appointment, with the appointment to be confirmed by the Council as a whole. The following Council members are recommending the listed appointments to MADAAC:

City Council Member	Recommended MADAAC Appointment
Steve Montes	DJ Becker
Cece Gallegos	Tim Riche
Jose Rodriguez	Cynthia Ortegon
Donald Holley	Diana Robbins

FINANCIAL IMPACT:

Appointees to MADAAC serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

113.1 After update of General Plan, update existing City Accessibility Plan.
113.4 Provide parking with easy access for the handicapped.
138.1 Update the City of Madera's ADA program.
138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

ALTERNATIVES:

The Council may approve the appointments recommended by fellow Council members or may choose to not take action on the resolution. If the Council does not take action on the resolution, existing appointees will continue to serve until replacements are appointed or until the Council member who appointed them no longer desires their service.

ATTACHMENTS:

1. Resolution appointing DJ Becker, Tim Riche, Cynthia Ortegon, and Diana Robbins to the ADA Advisory Council.
2. Applications from DJ Becker, Tim Riche, Cynthia Ortegon, and Diana Robbins to serve on MADAAC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DJ BECKER, TIM RICHE, CYNTHIA ORTEGON, AND DIANA ROBBINS TO THE CITY OF MADERA ADA ADVISORY COUNCIL

WHEREAS, the City of Madera has established an ADA Advisory Council to serve in an advisory capacity to the City Council and City staff; and

WHEREAS, the ADA Advisory Council is comprised of seven citizens appointed individually by members of the City Council and subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Pro Tem Steve Montes wishes to appoint DJ Becker to the ADA Advisory Council for a term concluding December 2022 or until Council Member Montes is no longer on the City Council, whichever occurs first; and

WHEREAS, Council Member Cece Gallegos wishes to appoint Tim Riche to the ADA Advisory Council for a term concluding December 2022 or until Council Member Gallegos is no longer on the City Council, whichever occurs first; and

WHEREAS, Council Member Jose Rodriguez wishes to appoint Cynthia Ortegon to the ADA Advisory Council for a term concluding December 2020 or until Council Member Rodriguez is no longer on the City Council, whichever occurs first; and

WHEREAS, Council Member Donald Holley wishes to modify his appointment by appointing Diana Robbins to the ADA Advisory Council for a term concluding December 2020 or until Council Member Holley is no longer on the City Council, whichever occurs first; and

WHEREAS, Ms. Becker, Mr. Riche, Ms. Ortegon, and Ms. Robbins have expressed their desire to serve on the ADA Advisory Council.

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. DJ Becker is appointed to the ADA Advisory Council for a term concluding December 2022 or until Mayor Pro Tem Montes is no longer on the City Council, whichever occurs first.

3. Tim Riche is appointed to the ADA Advisory Council for a term concluding December 2022 or until Council Member Gallegos is no longer on the City Council, whichever occurs first.

4. Cynthia Ortegon is appointed to the ADA Advisory Council for a term concluding December 2020 or until Council Member Rodriguez is no longer on the City Council, whichever occurs first.

5. Diana Robbins is appointed to the ADA Advisory Council for a term ending December 2020 or until Council Member Holley is no longer on the City Council, whichever occurs first.

6. This resolution is effective immediately upon adoption.

* *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- [X] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other: _____

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Becker	DJ	

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]		

EMPLOYER	JOB TITLE	BUSINESS PHONE
Self Employed	Writer/Reporter	

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
___ YEARS 2 MONTHS	[X] YES [ ] NO	[ ] YES [X] NO

EDUCATIONAL BACKGROUND:

Associates degree, University of South Carolina
United States Marine Corps
Emergency Medical Technician (Volunteer)

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Volunteer - Friends of Madera Animal Shelter (2002)
Shot Clinic coordinator 2006-2014
Media & Educational Outreach -
New Animal Shelter Ballot Initiative coordinator

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

—

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

Would like to participate in improving access for all Maderans.

REFERENCES (Optional):

Kirsten Gross, Director Madera Co. Animal Services
Chuck Dowd, Publisher Madera Tribune
Mike Kime, chief Madera PD, retired

Sept 15, 2016
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 9/15/16

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- [x] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other:_____

Please type or print in ink.

Riche	Tim	B
LAST NAME	FIRST NAME	M.I.
[redacted]	Madera CA 93637	[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
		[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
Madera Unified	Work Experience Coordinator	
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
22 YEARS ____ MONTHS	[x] YES [ ] NO	[ ] YES [x] NO

EDUCATIONAL BACKGROUND:

Fresno State BA Mass Communication Minor in English Fresno Pacific Masters in Educational Leadership and Organization

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Member of Valley West Christian Center
Chamber of Commerce Salute to Education

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

My son is autistic and he sees the world as a welcoming or hostile place. It is important that we make Madera as welcoming as possible. Plus how can you tell Councilperson Foley Gallegos "No"

REFERENCES (Optional):

Charles Rigby

Will Oliver

Robert Poythress

8/8/16
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

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- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other: _____

Please type or print in ink.

ORTEGÓN Cynthia

LAST NAME	FIRST NAME	M.I.
[redacted]		

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
		[redacted]

EMPLOYER	JOB TITLE	BUSINESS PHONE
N/A	Disabled	N/A

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
15 YEARS ____ MONTHS	[X] YES [ ] NO	[ ] YES [X] NO

EDUCATIONAL BACKGROUND:

B.S. Fresno State

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Founder Madera ADA Council 2006
Transportation Advisory Board 2016

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

See above

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

Because I am a disabled resident and want to improve access and work to improve our city for all.

REFERENCES (Optional):

Dennis Smith

Lorretta Castro

Robert Poythress

Jan 7th, 2019
DATE

Cynthia Arteaga
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RECEIVED
OFFICE OF THE CITY CLERK

DEC 26 2018

CITY OF MADERA BY
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ✓ ADA Advisory Council
- ____ Airport Advisory Commission
- ____ Beautification Committee
- ____ Civil Service Commission
- ____ CDBG Review and Advisory Committee
- ____ Loan Review Committee
- ____ Planning Commission
- ____ Transit Advisory Board
- ____ Other:_____

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Robbins	Diana	Noive
HOME ADDRESS [redacted]	CITY, STATE, ZIP Madera, CA 93638	HOME PHONE [redacted]
MAILING ADDRESS Same as Above	CITY, STATE ZIP	E-MAIL ADDRESS
EMPLOYER Self employed	JOB TITLE Care Provider	BUSINESS PHONE [redacted]

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
14 YEARS ____ MONTHS	✓ YES ____ NO	____ YES ✓ NO

EDUCATIONAL BACKGROUND:
Big Zion Elementary School Roseland, LA
Amite High School Amite, LA
Silicon Valley College Fremont, CA
San Joaquin Valley College, Fresno, CA

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:
South East Garden Club, Secretary and Treasury
Second Missionary Baptist Church Trustee, Secretary

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I work at Heartland opportunity Center and Arc Fresno/Madera County For 18 years as a Life skills Coach. I Work with Clients with a disability.

REFERENCES (Optional):
Donald Holley [redacted]
Xavier Anderson (pastor) SMBC [redacted]
Kristy / Brain Anderson [redacted]

12/20/2018
DATE

Diana Robbins
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 16, 2019
Agenda Number: B-6

SUBJECT:
CONSIDERATION OF A RESOLUTION APPOINTING AGAPITA ROCHA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution appointing Agapita Rocha to the City of Madera Beautification Committee.

SUMMARY:
Councilman Santos Garcia has indicated that he would like to appoint Agapita Rocha to the City of Madera Beautification Committee. Each Councilperson, inclusive of the Mayor, appoints one member to this Committee. If approved, Ms. Rocha will be eligible to attend the Beautification Committee meeting on Thursday, February 14, 2019 at 5:30 p.m.

DISCUSSION:
The City of Madera's Beautification Committee is a City Council appointed advisory body that focuses its efforts to enhance the aesthetic appearance of the Madera community. The Committee supports and encourages public participation and advocates for beautification activities throughout the City. Committee members serve four-year terms coinciding with the term of the Mayor or Councilperson who put their name forward for consideration. If the elected individual's tenure is shorter than four years, the Beautification Committee Member's term will coincide with the duration of their term. The Committee meets on the second Thursday of each month, except for December and July at the Committee's request. Meetings are held at 5:30 p.m. in the second-floor conference room at the John W. Wells Youth Center.

The seven-member uncompensated panel has been active in reviewing landscape design standards, engaging in landscape award programs, as well as special projects. Most recently, the Committee has focused its energy on landscape awards that reward and advocate for water conservation, review of Parks capital projects, and participating in volunteer events such as Love Madera.

Existing committee members continue to serve until newly elected Councilmembers suggest an appointment, however, it is necessary to appoint (or reappoint) members after an election. As a result of the most recent election, there are two vacancies on the Beautification Committee; one each in District 3 and District 5. Councilman Garcia has indicated that he would like to appoint Ms. Rocha to serve on the Committee. Existing and recommended committee members are as listed below.

District/Mayor or Councilperson	Current Appointment	Recommended Appointment
Mayor Medellin	Rosanne Bonilla	
District 3 – Mayor Pro Tem Montes	Dynette Fernandez	Future Appointment
District 1 – Councilwoman Gallegos	Karen Huerta	
District 2 – Councilman Rodriguez	Rohi Zacharia	
District 4 – Councilman Robinson	Kristy Anderson	
District 5 – Councilman Garcia	Karen Brown	Agapita Rocha
District 6 – Councilman Holley	Maxine Barnett	

FINANCIAL IMPACT:
There are no General Fund impacts from the recommended action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Many elements in the adopted vision and action plans represent efforts to beautify Madera. Consequently, the recommended action supports and facilitates Vision Madera 2025. Specific elements of the Committee's efforts are closely linked to the following vision plan strategies and actions:

Action 134.1 – Consider establishment of design/landscape standards for neighborhoods and business construction.
Action 126.2 – Analyze best practices for street and median island beautification program.
Action 134.2 – Consider establishment of Tree Canopy Standards and shading requirements.
Strategy 413 – Develop volunteer opportunities to help maintain and enhance community spaces.

ALTERNATIVES:
Should the Council choose to not appoint Ms. Rocha for this nomination, Councilman Garcia can advance a second name for consideration.

ATTACHMENTS:
There are two attachments to this report:

1. The associated Resolution, and
2. Agapita Rocha's completed application.

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING AGAPITA ROCHA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

WHEREAS, the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

WHEREAS, a vacancy exists on the City of Madera Beautification Committee; and

WHEREAS, Agapita Rocha has been duly nominated by Councilman Garcia to fill the vacancy in District 5; and

WHEREAS, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The recitals listed above are true and correct.
2. Agapita Rocha is hereby appointed to the City of Madera Beautification Committee for the term prescribed by Ordinance.
3. This resolution is effective immediately upon adoption.

* * * * * * *

OFFICE OF THE CITY CLERK

JAN 03 2019

BY JL

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council	____ Airport Advisory Commission
__X__ Beautification Committee	____ Civil Service Commission
____ CDBG Review and Advisory Committee	____ Loan Review Committee
____ Planning Commission	____ Transit Advisory Board

____ Other:_____

Please type or print in ink.

Rocha	Agapita	—
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
Same	Retired	Part time Sub. Teacher
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
62 YEARS ____ MONTHS	✓ YES ____ NO	____ YES ✓ NO

EDUCATIONAL BACKGROUND:

High School Deploma

Child Development Associate Degree

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

N/A

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am interested in the beautification Committee in order to help develop and participate in our community events and developmental improvements.

REFERENCES (Optional):

Santos Garcia [redacted]
Olga Garcia [redacted]
Martha Garcia [redacted]

1-3-2019
DATE

Agapita Rocha
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 16, 2019

Agenda Number: B-7

SUBJECT: **CONSIDERATION OF A RESOLUTION AUTHORIZING APPOINTMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE**

RECOMMENDATION: Staff recommends that City Council (Council) approve a resolution authorizing two appointments to the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC).

SUMMARY: The RAC meets quarterly. Meetings consist of evaluation and discussions to identify and prioritize community needs obtained through the CDBG Citizen Input process. This body makes recommendations for the annual CDBG allocations each year, that are consistent with the priorities in the five-year CDBG Consolidated Plans and the Vision Madera 2025 Action Plan. Staff and the Chair of the RAC then takes these recommendations to Council, which ultimately decides the final allocation of this grant. To continue to allow for greater community input and oversight of the CDBG allocation process, Council appointments to the Review and Advisory Committee are necessary.

DISCUSSION: The RAC provides recommendations for the allocation of CDBG funds through a public hearing process that allows for greater community involvement. The appointment criteria provide for a representative nominated by each Council Member and the Mayor. This seven-member body ensures a wider selection of potential candidates. The appointment criteria align with policies of other community advisory bodies and the composition of the Council. The Committee is a discretionary part of the City's CDBG process and the Department of Housing and Urban Development neither requires its formation nor prescribes its policies. The Council is highly encouraged to be bound by the recommendations, yet the Council may allocate CDBG funds according to their own preferences.

Mayor Pro Tem Montes appoints DJ Becker, and Council Member Garcia appoints Olga P. Garcia. The RAC appointees serve for a period consistent with the Mayor's and Council Members' terms. The Mayor and Council Members have the option to reappoint existing RAC appointees.

FINANCIAL IMPACT: The RAC operates as a volunteer advisory committee and its members do not receive compensation for their services. As a result, the RAC composition will not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the committee performs a valuable role in the community input process.

ALTERNATIVES: Alternatives available for the City Council to consider are as follows:

1. Reject the appointments. This alternative has the potential to create a lack of progress on this year's CDBG allocation process; thereby, not meeting milestones and jeopardizing funding.
2. Dissolve the RAC and return to presentations by applicants return followed by Mayor and Council Member agreed upon allocations.
3. Refer the item back to staff for additional information.
4. Elect to fund Administrative and Capital Projects/Public Improvements exclusively.

ATTACHMENTS:

1. Resolution
2. DJ Becker's Committee Application
3. Olga P. Garcia's Committee Application

RESOLUTION NO. 19____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPOINTMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

WHEREAS, the City of Madera established the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC) to provide greater public input in the grant allocation process; and

WHEREAS, Mayor Pro Tem Montes appoints DJ Becker and Council Member Garcia appoints Olga P. Garcia as their appointments to serve as their representatives on the CDBG RAC.

NOW, THEREFORE, the City Council of the City of Madera, California, hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.

2. Mayor Pro Tem Montes appoints DJ Becker, and Council Member Garcia appoints Olga P. Garcia to the CDBG RAC of the City of Madera for the term prescribed by Ordinance.

3. This resolution is effective immediately upon adoption.

Madera City Clerk
RECEIVED
By: [illegible]
Date: 1/04/19

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

Derek

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council	_____ Airport Advisory Commission
_____ Beautification Committee	_____ Civil Service Commission
X CDBG Review and Advisory Committee	_____ Loan Review Committee
_____ Planning Commission	_____ Transit Advisory Board
_____ Other:_____	

Please type or print in ink.

Becker DJ
LAST NAME FIRST NAME M.I.

[redacted]
MAILING ADDRESS CITY, STATE ZIP

Self Employed writer Reporter [redacted]
EMPLOYER JOB TITLE BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
2 YEARS 5 MONTHS	X YES ___ NO	___ YES X NO

EDUCATIONAL BACKGROUND:
associates degree, University of South Carolina
United States Marine Corps
Emergency Medical Tech. (Volunteer) 2005+

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Friends of Madera Animal Shelter - 2002 to present
Shot Clinic coordinator 2006-2014
Media & Educational Outreach
New Animal Shelter Ballot Initiative

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Madera ADA Advisory Council 9/2016
Chair @ present

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I believe in serving my community and would like to participate in making it a better place for all.

REFERENCES (Optional):

Kirsten Gross dir Madera Animal Services
Chuck Doud publisher Madera Tribune
Mike Kline, Chief Madera PD, retired

Jun 4th 2019
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

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OFFICE OF THE CITY CLERK
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(559) 661-5405
(559) 674-2972 Fax

RECEIVED
OFFICE OF THE CITY CLERK

JAN 03 2019

BY JL

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council	_____ Airport Advisory Commission
_____ Beautification Committee	_____ Civil Service Commission
_X_ CDBG Review and Advisory Committee	_____ Loan Review Committee
_____ Planning Commission	_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

Garcia — Olga — P
LAST NAME — FIRST NAME — M.I.

[redacted]
MAILING ADDRESS — CITY, STATE ZIP — E-MAIL ADDRESS

Madera County Schools — Substitute Teacher
EMPLOYER — JOB TITLE — BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
50 YEARS ____ MONTHS	X YES ____ NO	____ YES X NO

EDUCATIONAL BACKGROUND:
Associate Of Science Degree - Child Development
Bachelor of Science Degree - Interdisciplinary Studies
(w) A Minor in ——— Cultural Diversity

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

I am a member of the Madera County Democratic Central Committee and the Madera Democratic Club.

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am interested in serving our Community by being a part of CDBG and advisory Committee

REFERENCES (Optional):

Martha Garcia [redacted] Felipe Grimaldo [redacted]
Santos Garcia [redacted]

1/3/2018
DATE

Olga Garcia
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax