



CITY COUNCIL MEETING

Monday, May 06, 2024 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/89440210312>

Or by phone: (253) 215-8782; Meeting ID: 89440210312

WORK SESSION – 6:00 PM

1. [System Development Charge Update Discussion](#)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- If you are attending the meeting in-person, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting: <https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

2. [City Council Minutes: April 15, 2024](#)
3. [Final Amendment: Transit Operations Contract](#)
4. [Intergovernmental Agreement Amendment \(Fiscal Year 2024\): Mt. Hood Express](#)
5. [Intergovernmental Agreement Renewal \(Fiscal Years 2025 & 2026\): Mt. Hood Express](#)
6. [Scales Avenue Road Closure – Mount Hood Farmer's Market \(File No. 24-024 TEMP\)](#)
7. [Noise Exception and Road Closure – Chainsaw Carving Event \(File No. 24-011 TEMP and 24-012 TEMP\)](#)

NEW BUSINESS

8. [Project Update: Sandy Operations Center Expansion Design](#)
9. [Branding Package Approval: Action Sports Components of Cedar Park](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

EXECUTIVE SESSION: The City Council will meet in executive session pursuant to ORS 192.660 (2)(f) & (2)(h)

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Meeting Type: City Council Work Session
Meeting Date: May 6, 2024
From: Kelly O’Neill Jr., Development Services Director
Tyler Deems, City Manager
Subject: System Development Charge Update Discussion

DECISION TO BE MADE:

Following the initial Transportation System Development Charge (SDC) work session on March 18, 2024, staff and FCS have prepared this work session to discuss additional requested Transportation SDC analysis, as well as figures associated with the total cost of City fees related to construction of a single-family home in the city of Sandy. Staff is seeking additional input from the City Council so that staff can prepare an ordinance with a revised Transportation SDC Methodology for adoption.

BACKGROUND / CONTEXT:

Staff has prepared this work session staff report to address the following information requests from the City Council:

- **Additional Information on Transportation System Development Charges**
 - Additional analysis from FCS including project names from the Transportation System Plan (TSP) corresponding to the project IDs and associated SDC scenarios.
 - A revised comparison table with actively growing cities with recent Transportation SDC methodology updates.
 - Analysis on using PM Peak to bring multi-family costs per unit closer in relation to single-family home costs.
- **Additional Information on Total Cost of Construction Fees**
 - Construction fee estimates, including all existing fees required to build a single-family home (information shown with parks fee in-lieu (Exhibit C), and without parks fee in-lieu (Exhibit D)).

This staff report also speaks to the implementation schedule for Park SDC increases outlined in Resolution 2023-11.

KEY CONSIDERATIONS / ANALYSIS:

Transportation SDCs

The Sandy Transportation SDC Methodology is being designed to address all known state and local requirements for the establishment and update of the City of Sandy’s local transportation

SDCs. The Transportation SDC Methodology builds upon the findings contained in the Sandy TSP, the Sandy Housing Capacity Analysis, the Economic Opportunities Analysis, and other long-range planning documents. As a reminder, the project list in the Transportation Master Plan reflects an aspirational list of projects and SDCs are only able to cover a portion of the project costs. Cities should reanalyze SDC methodologies to determine fee adequacy concurrently with revisions to master plans and aspirational project lists. Sandy’s current practice is to increase SDCs on an annual basis to cover inflation (based on the Engineering News Record Construction Cost Index), but methodologies have historically been revised more periodically.

The Transportation SDC Methodology was last modified in 2016, but the last major modifications to the methodology occurred in 2005. The Transportation SDC Methodology that was presented on March 18, 2024, includes a range of improvement fee calculations that reflect varying levels of implementation of the Capital Improvement Plan (CIP) based on a prioritized list of improvements (Exhibit E).

Per the Council’s information request, the attached Transportation SDC Presentation from FCS (Exhibit B) includes project names from the TSP corresponding to the project IDs and associated scenarios, a revised comparison table with cities with recent Transportation SDC methodology updates and that are more actively growing, and analysis on using PM Peak as an alternative calculation basis. Using PM Peak affects businesses with a high PM Peak such as childcare facilities, breweries and restaurants, convenience stores, fueling stations, and postal services. Staff recommends staying with average daily as shown in the following table:

Calculated TSDC per Person Trip End	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Cost Basis:				
Improvement Fee	\$ 16,933,808	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,996	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226	\$ 511	\$ 756	\$ 2,410
Reimbursement Fee per Trip End	\$ 100	\$ 100	\$ 100	\$ 100
Compliance Fee per Trip End	\$ 2	\$ 2	\$ 2	\$ 2
Total SDC per Trip End (rounded)	\$ 329	\$ 613	\$ 858	\$ 2,512
Equivalent New TSDC Rate per SFR:	\$ 5,208	\$ 9,716	\$ 13,601	\$ 39,800
Equivalent New TSDC Rate per Multi-family Unit:	\$ 3,722	\$ 6,944	\$ 9,721	\$ 28,447

Water SDCs

The Water SDCs will need to be evaluated in the near future as the last time the methodology was revised was in 2017. The existing Water SDC collections are likely not sufficient to adequately address system needs related to growth. Also, the current Water Master Plan was adopted in April 2023 which is after the last methodology revision.

Sanitary Sewer SDCs

The Sanitary Sewer SDCs will need to be evaluated in the near future as the last time the methodology was revised was in 2019. The existing Sanitary Sewer SDC collections are likely not sufficient to adequately address system needs related to growth. Also, the ongoing amendment to the Wastewater System Master Plan still needs to be adopted which will then necessitate the need to update the methodology.

Parks SDCs

The Parks SDCs were originally scheduled to increase yearly as designed with the phase-in schedule in Resolution 2022-23. With adoption of Resolution 2023-11, the City Council decided to revisit Parks SDC implementation in 2024 prior to the next increase. Below is the phase-in schedule for Parks SDCs in accordance with Resolution 2023-11. Per the resolution, staff is seeking confirmation that the Council wishes to move forward with the remaining implementation schedule as planned.

Fiscal Year	Implementation Date	Single-Family	Multi-Family	Mobile Home
2022	Existing	\$3,717.00	\$2,495.00	\$2,495.00
2023	1/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
2024	7/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
2024	7/1/2023	\$12,117.67	\$8,984.50	\$9,760.26
Winter 2023/2024	Revisit SDC Implementation			
2025	7/1/2024	\$12,117.67	\$8,984.50	\$9,760.26
2026	7/1/2025	\$13,727.96	\$10,178.43	\$11,057.28
2027	7/1/2026	\$15,338.25	\$11,372.37	\$12,354.30
2028	7/1/2027	\$16,948.55	\$12,566.30	\$13,651.32
2029	7/1/2028	\$18,558.84	\$13,760.23	\$14,948.34
2030	7/1/2029	\$20,169.13	\$14,954.16	\$16,245.36
2031	7/1/2030	\$21,779.42	\$16,148.09	\$17,542.38
2032	7/1/2031	\$23,389.71	\$17,342.02	\$18,839.40
2033	7/1/2032	\$25,000.00	\$18,535.95	\$20,136.41

Parks Fee In-Lieu of Land Dedication

The Parks Fee In-Lieu of Land Dedication was updated in 2022 based on appraisal work performed by a subconsultant of FCS and is identified in the fee estimate in Exhibit B. For projects that dedicate land there is no Parks Fee In-Lieu, however, when developers dedicate land to the City of Sandy it typically decreases the amount of developable land available for the project, and the land purchase costs are still the burden of the developer.

School Excise Tax

Since May 2007, the State of Oregon has allowed school districts to impose a construction excise tax on projects that result in a new structure or additional square footage to an existing structure. The City of Sandy administers this tax for the Oregon Trail School District. The Oregon Trail School District currently charges a residential rate of \$1.00 per square foot for residential construction and \$0.50 per square foot for non-residential construction (commercial and industrial).

Total City Fees to Construct a Single-Family Home in Sandy:

The total City fees **with payment of parks fee in-lieu** to construct a single-family home that is approximately 2,300 square feet is **currently \$51,625.00*** as detailed in Exhibit C.

The total City fees **without payment of parks fee in-lieu** to construct a single-family home that is approximately 2,300 square feet is **currently \$34,240.16*** as detailed in Exhibit D.

*NOTE: These fee estimates do not include electrical permit fees as those are currently processed by Clackamas County. Based on a 2,300 square foot single-family home the Clackamas County Building Division estimates that the electrical permit fee cost is approximately \$546.00.

BUDGET IMPACT:

Not increasing SDCs has an impact on the City's ability to construct projects as identified in our adopted master plans. Adopting SDCs with an excessive rate may impact the volume of construction that occurs in Sandy, which in turn could affect the City's ability to construct projects as identified in our adopted master plans, could impact projected tax collections, and could stifle utility customer growth.

RECOMMENDATION:

- Provide staff and the FCS Group with input on what Transportation SDC scenario you prefer so that staff can prepare for the adoption of a methodology ordinance and revised fee schedule resolution.
- Provide confirmation to staff regarding the implementation schedule for Parks SDCs.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Cost of Permitting Presentation
- Exhibit B. Transportation SDC Presentation from FCS
- Exhibit C. Existing cost to construct a single-family home with parks fee in-lieu
- Exhibit D. Existing cost to construct a single-family home without parks fee in-lieu
- Exhibit E. Transportation System Plan Project Lists



Cost of Permitting in Sandy

City Council Work Session
May 6, 2024

Reasons for Work Session

Work Session Agenda

1. Recap from City Manager
2. FCS Presentation - Transportation SDC Methodology and fee amount
3. Review total cost of building permit
4. Discussion and Direction
 1. Transportation SDC Methodology
 2. Transportation SDC Fee
 3. Confirmation of Parks SDC implementation schedule (as previously approved)

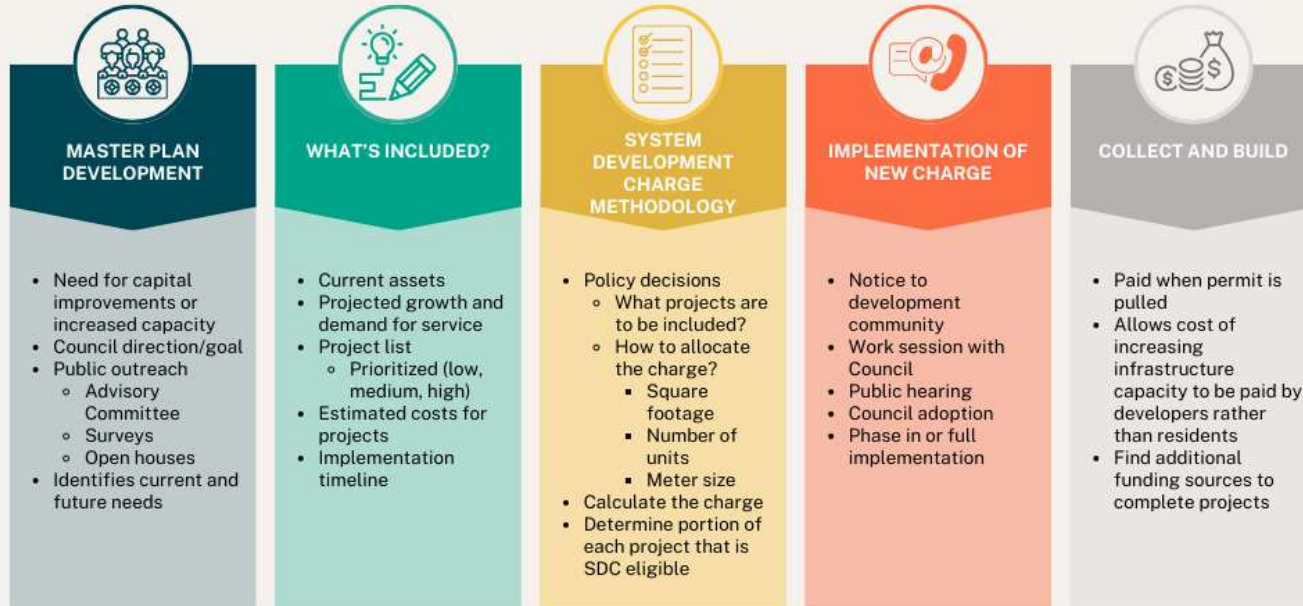
Requests from Council on March 18

Item # 1.

- Additional analysis from FCS including project names from the TSP corresponding to the project IDs and associated scenarios, a revised comparison table with cities with recent Transportation SDC methodology updates and that are more actively growing, and analysis on using PM Peak to bring multi-family costs per unit closer in relation to single-family home costs.
- Construction fee estimates, including the existing fees for a single-family home with parks fee in-lieu and without parks fee in-lieu.

MASTER PLAN & SYSTEM DEVELOPMENT CHARGES

FROM OUTREACH TO IMPLEMENTATION



Why Update Transportation SDCs

Item # 1.

- The Transportation SDC Methodology builds upon the findings contained in the new Sandy TSP, the Sandy Housing Capacity Analysis, the Economic Opportunities Analysis, and other long-range planning documents. As a reminder, the project list in the Transportation Master Plan reflects an aspirational list of projects and SDCs are only intended to cover a portion of the project costs.
- Staff wants to reanalyze the Transportation SDC Methodology to determine fee adequacy concurrently with revisions to the newly adopted master plan and aspirational project list.

Last Updates

Item # 1.

- Transportation SDC = 2005, with small revision in 2016
- Parks SDC = 2022
- Water SDC = 2017 (needs to be revised)
- Sanitary Sewer SDC = 2019 (needs to be revised)
- Parks Fee In-Lieu = 2022

Note: The City's current practice is to increase SDCs on an annual basis to cover inflation (based on the Engineering News Record Construction Cost Index), but methodologies have historically been revised more periodically.

UP NEXT: FCS Presentation

Cost of Permitting

Current SDC and Parks Fee In-Lieu Charges for Single-Family Home

Item # 1.

- Transportation SDC = \$4,826.00
- Parks SDC = \$8,897.09
- Water SDC = \$4,294.25
- Sanitary Sewer SDC = \$6,126.36
- Parks Fee In-Lieu = \$17,384.84 (charged when land is not dedicated)

School Excise Tax

Item # 1.

Since May 2007, the State of Oregon has allowed school districts to impose a construction excise tax on projects that result in a new structure or additional square footage to an existing structure. The City of Sandy administers this tax for the Oregon Trail School District.

The Oregon Trail School District currently charges the following:

- \$1.00 per square foot for residential construction
- \$0.50 per square foot for non-residential construction (commercial and industrial)

Trade Permit fees

Item # 1.

The Building Division charges the following for a 2,300 square foot single-family home:

- \$4,459.10 for plan review and inspections of all Building Permit related components of the home construction (based on valuation)
- \$690.00 for plan review and inspections of all Plumbing Permit related components of the home construction (based on number of bathrooms)
- \$215.00 for inspections of Mechanical Permit related components, such as the furnace, heat pump, gas fireplace, etc. (based on appliance type and number)
- \$423.36 for State of Oregon Building Division Surcharge (transferred to the State)
- \$546.00 for inspections of Electrical Permit components (charged by Clackamas County)

Planning and Public Works Fees

Item # 1.

The Planning Division charges the following:

- \$1,385 for plan review, coordination, and inspections, including grading and erosion control

The Public Works Department charges the following:

- \$596.00 for water meter and inspections

Total permit fees for single-family home

Item # 1.

The total City fees with payment of parks fee in-lieu to construct a single-family home that is approximately 2,300 square feet is currently \$51,625.00.

Exhibit C

The total City fees without payment of parks fee in-lieu to construct a single-family home that is approximately 2,300 square feet is currently \$34,240.16.

Exhibit D

Discussion and Direction

SDC Methodology and Fees

- The methodology establishes the maximum fee that can be charged, but the Council can adopt a fee in any amount equal to or less than the maximum allowed.

Proposed Increase for Transportation SDC

Item # 1.

	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Calculated TSDC per Person Trip End				
Cost Basis:				
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Current rate for single-family home = \$4,826.00

Potential Rates for Park SDC Increases

Item # 1.

Fiscal Year	Implementation Date	Single-Family	Multi-Family	Mobile Home
2022	Existing	\$3,717.00	\$2,495.00	\$2,495.00
2023	1/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
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2032	7/1/2031	\$23,389.71	\$17,342.02	\$18,839.40
2033	7/1/2032	\$25,000.00	\$18,535.95	\$20,136.41

Current rate for single-family home = \$8,897.09

Exhibit B

Item # 1.

City of Sandy Transportation System Development Charge Draft Methodology Report

City Council Work Session

May 6, 2024

Prepared by FCS GROUP



Agenda

Item # 1.

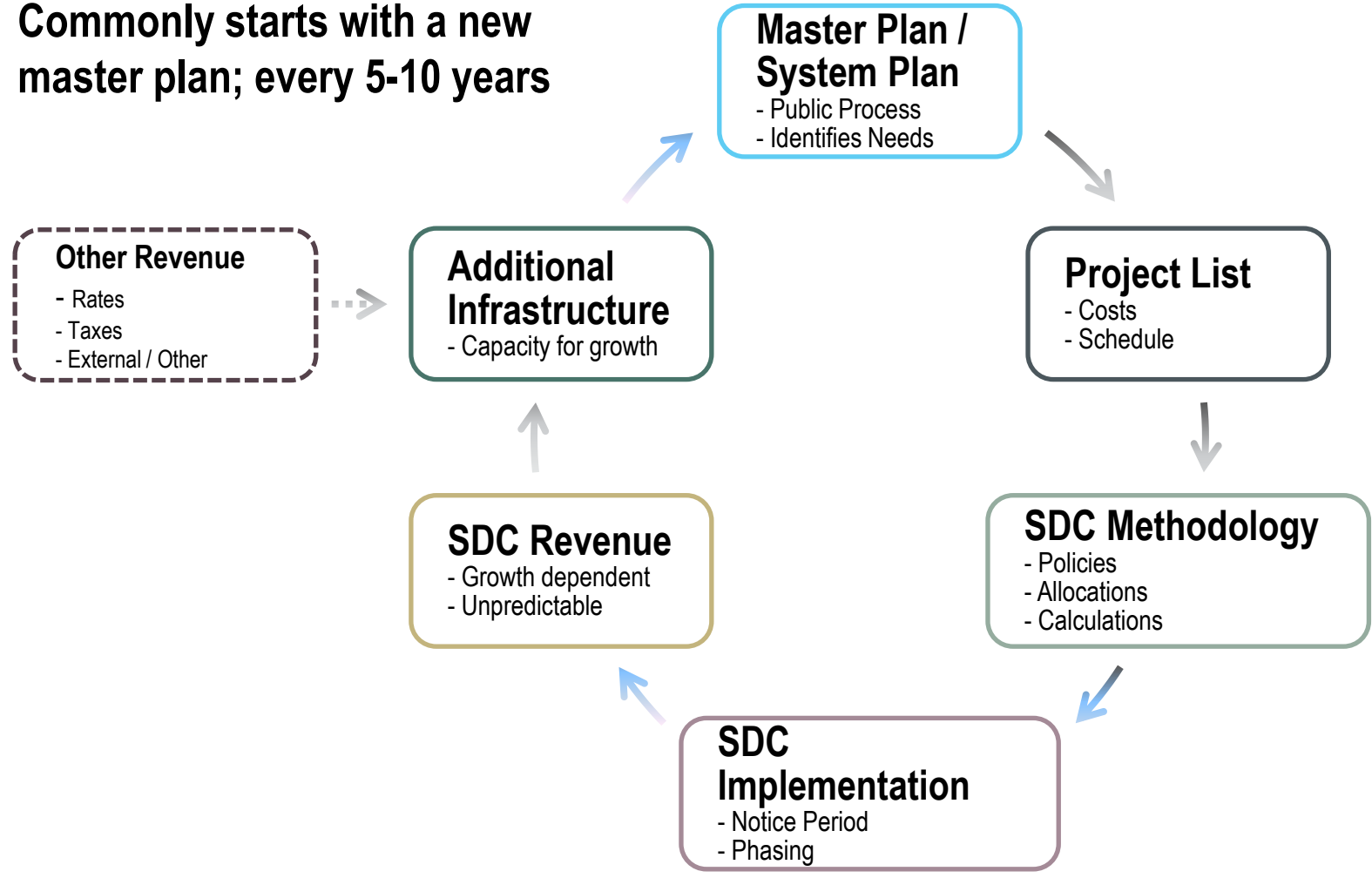
- **Transportation SDC Background**
- **Analysis**
- **Procedures and Next Steps**



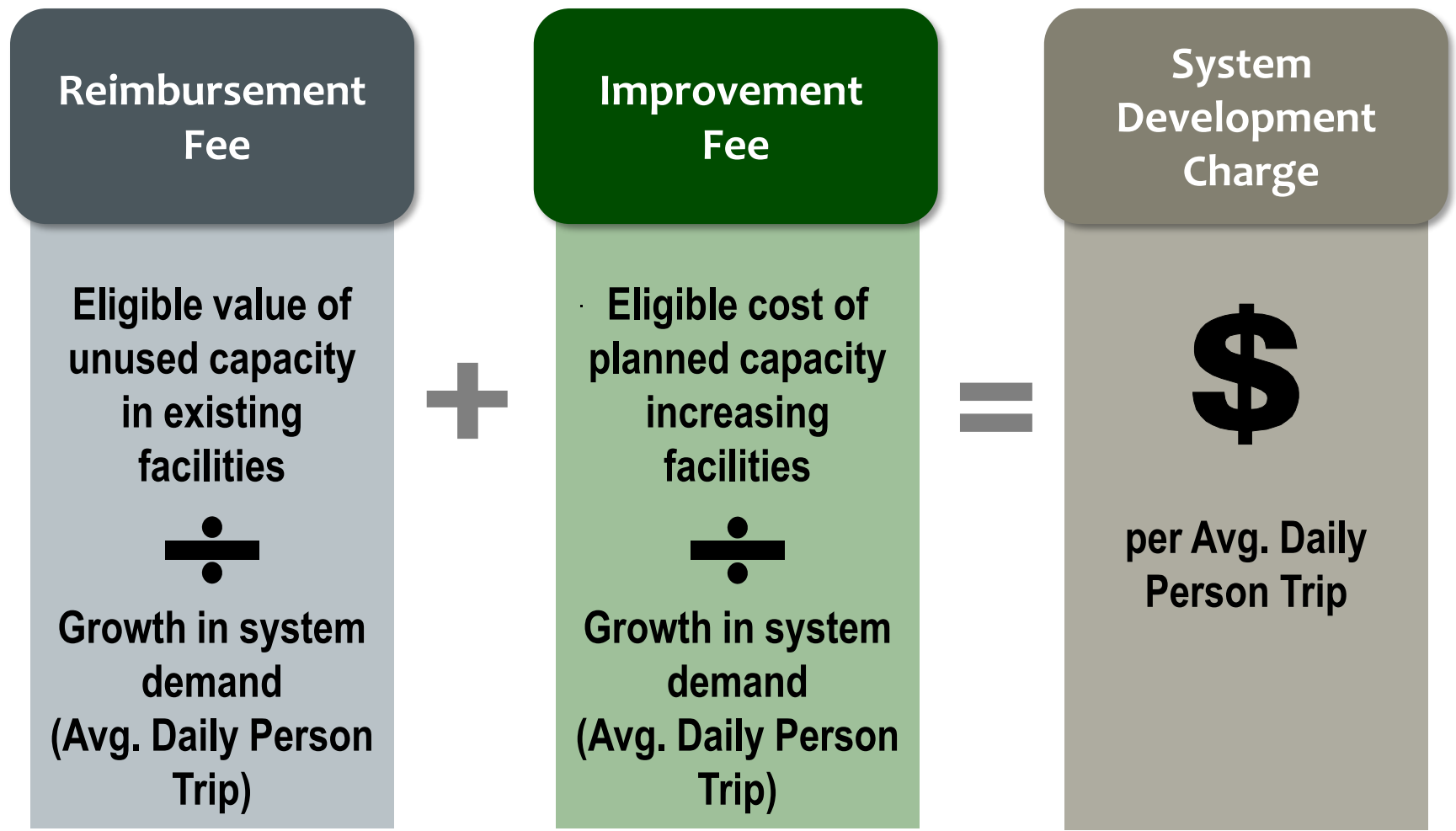
Background

The SDC Cycle

Commonly starts with a new master plan; every 5-10 years



The Transportation SDC Calculation





Analysis



Improvement Fee Cost Basis

Local Transportation Project Capital Costs were derived from the recently updated Sandy Transportation System Plan (by DKS).

Four Project Prioritization Scenarios were evaluated for consideration.

- Scenario A: Highest priority projects = \$58.5 M with \$16.9 M in TSDC eligible costs
- Scenario B: Medium + High priority projects = \$131.2 M with \$38.2 M in eligible costs
- Scenario C: Low + Medium + High projects = \$190.6 M with \$56.6 M in eligible costs
- Scenario D: All Projects = \$716 M with, \$180.4 million in eligible costs

Project Prioritization Scenario	Total Cost (2024)	SDC-Eligible Cost	Number of Projects
A. High Priority Projects Only	\$ 58,517,640	\$ 16,933,808	52
B. Medium & High Priority Projects	131,205,404	38,240,094	111
C. Low, Medium & High Priority Projects	190,586,403	56,605,149	123
D. All Projects Total	716,055,538	180,451,425	132

Source: Sandy TSP, DKS Associates, City staff



High Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed		SDC Eligibility	Total Other	
						Developer Share	SDC-Eligible Cost		Funding Share	SDC-Eligible Cost
P1	362nd Drive	FC	Local	\$ 1,003,905	100.00%	0.00%	0.00%	30.89%	0.00%	\$ 310,108
P3	Bluff Rd	FC	Local	878,417	100.00%	0.00%	0.00%	30.89%	0.00%	271,344
P7	Dubarko Rd.	High	Local	50,195	100.00%	0.00%	0.00%	30.89%	0.00%	15,505
P11	Langensand Rd	High	Local	100,391	100.00%	0.00%	0.00%	30.89%	0.00%	31,011
P14	Pleasant St	High	Local	250,976	100.00%	0.00%	0.00%	30.89%	0.00%	77,527
P16	Sandy Heights St	High	Local	225,879	100.00%	0.00%	0.00%	30.89%	0.00%	69,774
P17	Downtown Core Pedestrian Improvements	High	Local	351,367	100.00%	0.00%	0.00%	30.89%	0.00%	108,538
P22	US 26A	High	ODOT	-	20.00%	0.00%	0.00%	30.89%	80.00%	-
C1	Sandy Shopper Crossing - Evans	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C2	OR 211 Dubarko Crossing	High	Local	125,488	100.00%	0.00%	0.00%	0.00%	0.00%	-
C5	CRMS - Bluff Road at Marcy	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	0.00%	-
C6	CRMS - Bluff Road at Hood	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	0.00%	-
C7	CRMS - Bluff Road at US 26	FC	ODOT	125,488	20.00%	0.00%	0.00%	0.00%	80.00%	-
C8	CRMS - Hood Street at Beers	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C9	CRMS - Hood Street at Scales	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C10	CRMS - Hood Street at Bruns	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C11	SGS - Hood/Strauss	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%	0.00%	-
C12	SGS - Pleasant/Strauss	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C13	SGS - Pleasant/Alt	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%	0.00%	-
C14	SGS - Smith/Pleasant	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C15	SGS - Alt/US 26	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	0.00%	-
C18	Scales/Proctor	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C19	Scales/Pioneer	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C20	Bruns/Proctor	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C21	Bruns/Pioneer	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	0.00%	-
C23	Hwy 211 Pedestrian Improvements	FC - Funded	Local	501,953	100.00%	0.00%	0.00%	30.89%	0.00%	155,054
C24	Green Mountain and Bluff Pedestrian Crossing	High	Local	75,293	100.00%	0.00%	0.00%	30.89%	0.00%	23,258
B1	362nd Dr.	High	Local	1,505,858	100.00%	0.00%	0.00%	30.89%	0.00%	465,162
B2	Bluff Rd.	High	Local	50,195	100.00%	0.00%	0.00%	30.89%	0.00%	15,505
B3	Bornstedt Rd	High	Local	2,559,959	100.00%	0.00%	0.00%	30.89%	0.00%	790,775
B4	Dubarko Rd.	High	Local	50,195	100.00%	0.00%	0.00%	30.89%	0.00%	15,505
B5	Dubarko Rd.	High	Local	50,195	100.00%	0.00%	0.00%	30.89%	0.00%	15,505
B6	Langensand Rd.	High	Local	75,293	100.00%	0.00%	0.00%	30.89%	0.00%	23,258
B7	Meinig Ave	High	Local	75,293	100.00%	0.00%	0.00%	30.89%	0.00%	23,258
B8	Meinig Ave	High	Local	25,098	100.00%	0.00%	0.00%	30.89%	0.00%	7,753
B9	Sandy Heights St	High	Local	50,195	100.00%	0.00%	0.00%	30.89%	0.00%	15,505
B10	Tupper Rd.	High	Local	3,011,716	100.00%	0.00%	0.00%	30.89%	0.00%	930,324
B12	US 26	High	ODOT	7,755,168	20.00%	0.00%	0.00%	30.89%	80.00%	1,551,034
D3	US 26 & 362nd Drive Intersection Improvement	FC - Funded	Local	6,550,482	100.00%	0.00%	0.00%	30.89%	0.00%	2,023,454
D6	Highway 211 & Proctor Boulevard northbound approach modification	FC	ODOT	15,059	20.00%	0.00%	0.00%	30.89%	80.00%	3,012
D9	Highway 211 & Dubarko Road Multimodal Intersection Improvement	FC	Local	501,953	100.00%	0.00%	0.00%	30.89%	0.00%	155,054



High Priority Projects (continued)

Item # 1.

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed		SDC Eligibility	Total Other	
						Developer Share	Funding Share		SDC-Eligible Cost	
D14a	Bell Street Extension 1A	FC - Funded	Local	9,988,858	100.00%	66.00%	100.00%	66.00%	3,396,212	
D15a	362nd Drive Extension 1A	FC - Funded	Local	3,011,716	100.00%	66.00%	100.00%	66.00%	1,023,983	
D20	Dubarko Road Extension	FC	Local	3,915,231	100.00%	66.00%	100.00%	66.00%	1,331,178	
D21f	Village Boulevard Extension 1	FC	Local	878,417	100.00%	66.00%	100.00%	66.00%	298,662	
D24	Highway 211 & Gunderson Road Intersection Improvement	FC	Local	1,003,905	100.00%	0.00%	0.00%	0.00%	-	
D26	Alt Avenue	High	Local	11,042,958	100.00%	0.00%	30.89%	0.00%	3,411,187	
D27	Hwy 211 & Dubarko Road Intersection Control Evaluation	FC	Local	50,195	100.00%	0.00%	0.00%	0.00%	-	
D31	Sandy Bypass Planning	FC	Local	1,003,905	100.00%	0.00%	30.89%	0.00%	310,108	
S1	US 26 adaptive signal system	FC	ODOT	200,781	20.00%	0.00%	30.89%	80.00%	40,156	
S2	US 26 Ten Eyck Study	FC	ODOT	50,195	20.00%	0.00%	30.89%	80.00%	10,039	
S3	US 26 Speed Zone Study	FC	ODOT	75,293	20.00%	0.00%	30.89%	80.00%	15,059	
Total				\$ 58,517,640					\$ 16,933,808	

- **Scenario A: Highest priority projects = \$58.5 M with \$16.9 M in TSDC eligible costs**



Medium Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed Developer Share	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
P2	Bluff Rd.	Medium	Local	903,515	100.00%	0.00%	30.89%	0.00%	279,097
P4	Bluff Rd	Medium	Local	652,538	100.00%	0.00%	30.89%	0.00%	201,570
P5	Bornstedt Rd.	Medium	Local	1,756,834	100.00%	0.00%	30.89%	0.00%	542,689
P6	Dubarko Rd.	Medium	Local	3,965,426	100.00%	0.00%	30.89%	0.00%	1,224,926
P8	Industrial Way	Medium	Local	2,208,592	100.00%	0.00%	30.89%	0.00%	682,237
P9	Jewelberry Rd.	Medium	Local	250,976	100.00%	0.00%	30.89%	0.00%	77,527
P10	Jacoby Rd.	Medium	Local	-	100.00%	0.00%	30.89%	0.00%	-
P12	Langensand Rd.	Medium	Local	1,154,491	100.00%	0.00%	30.89%	0.00%	356,624
P13	Meinig Avenue	Medium	Local	150,586	100.00%	0.00%	30.89%	0.00%	46,516
P15	Ruben Ln	Medium	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258
P19	US 26	Medium	ODOT	552,148	20.00%	0.00%	30.89%	80.00%	110,430
P20	US 26	Medium	ODOT	1,204,686	20.00%	0.00%	30.89%	80.00%	240,937
P23	Hwy 211	Medium	Local	-	100.00%	0.00%	30.89%	0.00%	-
P24	Sandy Heights St.	Medium	Local	125,488	100.00%	0.00%	30.89%	0.00%	38,763
P25	Vista Loop	Medium	Local	-	100.00%	0.00%	100.00%	0.00%	-
P26	362nd Drive	Medium	Local	627,441	100.00%	0.00%	30.89%	0.00%	193,817
P27	Bluff Road	Medium	Local	2,233,689	100.00%	0.00%	30.89%	0.00%	689,990
C3	Sandy Transit Center - Pioneer	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C4	Sandy Transit Center - Proctor	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C16	Bluff/Sandy Heights	Medium	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C17	Dubarko/US26	Medium	ODOT	25,098	20.00%	0.00%	0.00%	80.00%	-
C22	OR 211	Medium	Local	6,023,432	100.00%	0.00%	30.89%	0.00%	1,860,647
B13	Sandy Heights St	Medium	Local	2,283,885	100.00%	0.00%	30.89%	0.00%	705,495
B14	Jacoby Rd	Medium	Local	3,940,328	100.00%	0.00%	30.89%	0.00%	1,217,174
B15	Vista Loop	Medium	Local	2,083,104	100.00%	0.00%	30.89%	0.00%	643,474
T03	362nd	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488
T04	Kelso to Powerline	Medium	Local	200,781	100.00%	0.00%	100.00%	100.00%	-
T05	Powerline	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-
T06	Olson to Powerline	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-
T08	Sandy Bluff Park to 362nd 3	Medium	Local	150,586	100.00%	0.00%	100.00%	100.00%	-
T09	Sandy Bluff Park Pond Loop Trail 3	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-
T10	Bell Street to Sandy Bluff Park 3	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-
T11	Kate Schmidt to Bell Street 3	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-
T12	SHS Trail Easement 1 3	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-
T13	Meeker to MH Athletic Club	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-
T17	Community Campus to Sandy River Trail	Medium	Local	25,098	100.00%	0.00%	100.00%	100.00%	-
T19	Park Street to Community Campus	Medium	Local	5,020	100.00%	0.00%	100.00%	100.00%	-
T21	Vista Loop to Hood Street	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195
T28	Tickle Creek Reroutes 3	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-
T30	Sunset Street to Tickle Creek	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-
T31	Sunset Street to Nettie Connett Drive	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-



Medium Priority Projects (continued)

Item # 1.

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed		Total Other		SDC-Eligible Cost
						Developer Share	SDC Eligibility	Funding Share	SDC-Eligible Cost	
T32	Bluff Road to Sandy Heights	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-	
T33	Tupper Park to Gerilyn Court	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T35	Tickle Creek Extension East to Dubarko Underpass	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T38	Tickle Creek to Deer Point Park	Medium	Local	451,757	100.00%	0.00%	100.00%	100.00%	-	
T39	Dubarko Extension Road	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488	
T40	Tickle Creek Extension Dubarko East to Jacoby	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T41	Alleyway to Tickle Creek Trail Connector	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T42	Jacoby Road to Tickle Creek Connector	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195	
T44	Bornstedt Park	Medium	Local	75,293	100.00%	0.00%	100.00%	0.00%	75,293	
T50	Highway 211 Parkway	Medium	Local	401,562	100.00%	0.00%	100.00%	0.00%	401,562	
T54	Cascadia to Tickle Creek	Medium	Local	30,117	100.00%	0.00%	100.00%	0.00%	30,117	
D1	362nd Drive & Industrial Way (south) Intersection Improvement	Medium	Local	140,547	100.00%	0.00%	30.89%	0.00%	43,415	
D2	362nd Drive & Dubarko Road Intersection Improvement	Medium	Local	1,430,565	100.00%	0.00%	30.89%	0.00%	441,904	
D5	US 26 & Ruben Lane Intersection Improvement	Medium	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742	
D16	Kate Schmidt Street Extension	Medium	Local	9,035,148	100.00%	66.00%	100.00%	66.00%	3,071,950	
D21d	Cascadia Village Extension 2	Medium	Local	2,183,494	100.00%	66.00%	100.00%	66.00%	742,388	
D25	Highway 211	Medium	Local	22,085,917	100.00%	0.00%	30.89%	0.00%	6,822,374	
D29	Ruben Lane Realignment to Kate Schmitz	Medium	Local	3,714,450	100.00%	0.00%	0.00%	0.00%	-	
Total				\$ 72,687,764					\$ 21,306,285	

- **Scenario B: Medium + High priority projects = \$131.2 M with \$38.2 M in eligible costs**



Low Priority Projects

Item # 1.

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed Developer Share	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
D4	US 26 & Industrial Way Intersection Improvement	Low	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742
D8	US 26 & Ten Eyck Road/Wolf Drive Intersection Improvement	Low	ODOT	1,505,858	20.00%	0.00%	30.89%	80.00%	301,172
D11	Highway 211 & Arletha Court Intersection Improvement	Low	Local	125,488	100.00%	0.00%	30.89%	0.00%	38,763
D12	Industrial Way Extension 1	Low	Local	13,226,452	100.00%	66.00%	100.00%	66.00%	4,496,994
D13	Dubarko Road Extension	Low	Local	7,479,095	100.00%	66.00%	100.00%	66.00%	2,542,892
D14b	Bell Street Extension 2	Low	Local	9,938,663	100.00%	66.00%	100.00%	66.00%	3,379,145
D18	Olson Road Extension	Low	Local	5,270,503	100.00%	66.00%	100.00%	66.00%	1,791,971
D19	Agnes Street Extension	Low	Local	5,973,237	100.00%	66.00%	100.00%	66.00%	2,030,900
D21c	Cascadia Village Extension 1	Low	Local	2,032,908	100.00%	66.00%	100.00%	66.00%	691,189
D28	Industrial Way Realignment	Low	Local	4,166,207	100.00%	0.00%	0.00%	0.00%	-
D30	Langensand Road Truck Traffic Calming	Low	Local	175,683	100.00%	0.00%	0.00%	0.00%	-
D33	Olson Street Extension 2	Low	Local	8,533,195	100.00%	66.00%	100.00%	66.00%	2,901,286
Total				\$ 59,380,999				\$ 18,365,055	

- **Scenario C: Low + Medium + High projects = \$190.6 M with \$56.6 M in eligible costs**



Very Low Priority Projects

Item # 1.

ID	Project	Priority	Source	Total Cost (2024)	Local Share	Assumed		SDC Eligibility	Total Other	
						Developer Share	Funding Share		SDC-Eligible Cost	
D15b	362nd Drive Extension 2	Very low	Local	14,054,674	100.00%	66.00%	100.00%	66.00%	4,778,589	
D17	Industrial Way Extension 2	Very low	Local	4,693,257	100.00%	66.00%	100.00%	66.00%	1,595,707	
D21a	Sandy Heights Street/370th Avenue Extension	Very low	Local	24,445,094	100.00%	66.00%	100.00%	66.00%	8,311,332	
D21b	Gunderson Road Extension	Very low	Local	13,803,698	100.00%	66.00%	100.00%	66.00%	4,693,257	
D21e	New southern collector	Very low	Local	33,681,023	100.00%	66.00%	100.00%	66.00%	11,451,548	
D21g	Village Boulevard Extension 2	Very low	Local	4,015,621	100.00%	66.00%	100.00%	66.00%	1,365,311	
D22	New eastern collector	Very low	Local	20,078,106	100.00%	66.00%	100.00%	66.00%	6,826,556	
D23	US 26 Bypass	Very low	Local	391,523,070	20.00%	0.00%	30.89%	80.00%	78,304,614	
D32	Cascadia Village Drive Extension 3	Very low	Local	19,174,591	100.00%	66.00%	100.00%	66.00%	6,519,361	
Total				\$ 525,469,135					\$ 123,846,276	

- **Scenario D: All Projects = \$716 M with, \$180.4 million in eligible costs**



TSDC Calculation (Average Daily)

Calculated TSDC per Person Trip End	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Cost Basis:				
Improvement Fee	\$ 16,933,808	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,996	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226	\$ 511	\$ 756	\$ 2,410
Reimbursement Fee per Trip End	\$ 100	\$ 100	\$ 100	\$ 100
Compliance Fee per Trip End	\$ 2	\$ 2	\$ 2	\$ 2
Total SDC per Trip End (rounded)	\$ 329	\$ 613	\$ 858	\$ 2,512
Equivalent New TSDC Rate per SFR:	\$ 5,208	\$ 9,716	\$ 13,601	\$ 39,800
Equivalent New TSDC Rate per Multi-family Unit:	\$ 3,722	\$ 6,944	\$ 9,721	\$ 28,447

Calculated Range in TSDCs per Person Trip



TSDC Calculation (PM Peak Hour Trips)

Item # 1.

	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Calculated TSDC per Person Trip End				
Cost Basis:				
Improvement Fee	\$ 16,944,935	\$ 38,270,547	\$ 56,635,649	\$ 180,481,925
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,630,123	\$ 45,955,735	\$ 64,320,836	\$ 188,167,113
Proj. Growth in PM Peak Hour Person-Trip Ends	11,177	11,177	11,177	11,177
Improvement Fee per Trip End	\$ 1,516	\$ 3,424	\$ 5,067	\$ 16,148
Reimbursement Fee per Trip End	\$ 673	\$ 673	\$ 673	\$ 673
Compliance Fee per Trip End	\$ 14	\$ 14	\$ 14	\$ 14
Total SDC per Trip End (rounded)	\$ 2,204	\$ 4,112	\$ 5,755	\$ 16,835
Equivalent New TSDC Rate per SFR:	\$ 3,480	\$ 6,493	\$ 9,088	\$ 26,586
Equivalent New TSDC Rate per Multi-family Unit:	\$ 1,888	\$ 3,523	\$ 4,931	\$ 14,424

Calculated Range in TSDCs per Person Trip

Transportation SDC Comparisons

Transportation SDC per SFR	
Sandy (Scenario D)	\$39,800
Wilsonville	\$16,823
Oregon City	\$13,939
North Plains	\$13,705
Sandy (Scenario C)	\$13,601
Sherwood	\$12,719
Happy Valley	\$12,304
Forest Grove	\$10,599
Sandy (Scenario B)	\$9,716
Molalla	\$8,722
Woodburn	\$6,988
McMinnville	\$6,266
Sandy (Scenario A)	\$5,208
Sandy (Current)	\$4,826
Gladstone	\$4,440
Canby	\$4,013
Estacada	\$3,827
Milwaukie	\$2,470
Troutdale	\$1,297

- **Sandy TSDC Scenarios shown in Bold font**
- **Depicts Maximum TSDC Rate per New Single Family Detached Home (before any credits are granted)**

Source: FCS GROUP Survey, 1/4/2024



Next Steps

- **Select Locally Preferred TSDC Scenario**
 - » Consider level of SDC discount
- **Public Hearings for Adoption**
 - » Adopt a New TSDC Methodology Report
 - » Adopt New Rates and Charges in the Fee Schedule

Thank you! Questions?

Tim Wood – Assistant Project Manager
(503) 374-0679
timw@fcsgroup.com

www.fcsgroup.com



Average Daily vs PM Peak

Land Use	ITE Code	Unit	Maximum TSDC (Average Daily)	Maximum TSDC (PM Peak Hour)	Difference
Single-family	210	Dwelling Unit	\$39,800	\$26,586	-\$13,214
Multi-family	220	Dwelling Unit	\$28,447	\$14,424	-\$14,022
General Office	710	1,000 SFGFA	\$10,876	\$31,516	\$20,640
Daycare Center	565	1,000 SFGFA	\$112,552	\$176,125	\$63,573
Coffee Kiosk	938	Drive-through Lanes	\$15,110	\$46,916	\$31,806
Sit-down Restaurant	931	1,000 SFGFA	\$198,159	\$123,541	-\$74,618



Exhibit C

City of Sandy - Building Division

Item # 1.

Record Fee Estimate

755-23-000242-DWL
18610 Warm Springs ST, Sandy, OR

39250 Pioneer Blvd.
Sandy, OR 97055
Phone: 503-668-0880
Fax: (503) 668-8714

www.ci.sandy.or.us/building-division

building@ci.sandy.or.us

Estimate Prepared: 4/23/24 5:13 pm

Exhibit C. Existing cost to construct a single-family home with parks fee in-lieu.

Valid for 90 days from estimate date.

Work Description: SFR - 2,328 SF

Calculated Job Value: \$438,965.52

Fee	Qty	Fee Amt	Fee Status	Amt Paid	Balance Due
Park SDC - 1 and 2 Family	1 Ea	\$8,897.09	NEW	\$0.00	\$8,897.09
Sanitary Connection	1 Ea	\$71.00	NEW	\$0.00	\$71.00
Parks Fee In Lieu of	17385 Amount	\$17,384.84	NEW	\$0.00	\$17,384.84
Sewer SDC - 1 and 2 Family	1 Ea	\$6,126.36	NEW	\$0.00	\$6,126.36
Street SDC - 1 and 2 Family	1 Ea	\$4,826.00	NEW	\$0.00	\$4,826.00
1 and 2 Family Street Fee	1 Ea	\$50.00	NEW	\$0.00	\$50.00
Water Meter Installation	1 Ea	\$475.00	NEW	\$0.00	\$475.00
Water SDC - 5/8 x 3/4 inch	1 Ea	\$4,294.25	NEW	\$0.00	\$4,294.25
Erosion Control Permit - Single Family Dwelling / Duplex	1 Ea	\$160.00	NEW	\$0.00	\$160.00
Erosion Control Plan Review - Single Family Dwelling / Duplex	1 Ea	\$90.00	NEW	\$0.00	\$90.00
Structural plan review fee	1 Ea	\$1,836.10	INVOICED	\$1,836.10	\$0.00
Single Family Residence - Baths	3 Qty	\$690.00	NEW	\$0.00	\$690.00
CET - Oregon Trail - Res Use	1 Ea	\$2,304.72	NEW	\$0.00	\$2,304.72
CET - Oregon Trail - Admin Fee - Res Use	1 Ea	\$23.28	NEW	\$0.00	\$23.28
Structural building permit fee	1 Ea	\$2,623.00	NEW	\$0.00	\$2,623.00
Backflow preventer	1 Qty	\$27.00	NEW	\$0.00	\$27.00
Clothes dryer exhaust	1 Ea	\$16.00	NEW	\$0.00	\$16.00
Decorative gas fireplace	1 Ea	\$30.00	NEW	\$0.00	\$30.00
Zoning Admin Fee - Single Family Dwelling	1 Ea	\$185.00	NEW	\$0.00	\$185.00
Furnace - up to 100,000 BTU	1 Ea	\$23.00	NEW	\$0.00	\$23.00
Gas fuel piping outlets	1 Qty	\$16.00	NEW	\$0.00	\$16.00
Heat pump	1 Ea	\$23.00	NEW	\$0.00	\$23.00
Planning Administration Fee	950 Amount	\$950.00	NEW	\$0.00	\$950.00
Ventilation fan connected to single duct	5 Ea	\$80.00	NEW	\$0.00	\$80.00
State of Oregon Surcharge - Bldg (12% of applicable fees)	1 Ea	\$314.76	NEW	\$0.00	\$314.76
State of Oregon Surcharge -Plumb (12% of applicable fees)	1 Ea	\$86.04	NEW	\$0.00	\$86.04
State of Oregon Surcharge - Mech (12% of applicable fees)	1 Ea	\$22.56	NEW	\$0.00	\$22.56

Estimate Only

Parks Fee in Lieu of - \$17,384.84
SDC fees - \$24,143.70
Building/Planning/PW fees - \$7,345.10
Oregon Trail School District - \$2,328.00
State Surcharge - \$423.36

Total Fees:	\$51,625.00
Total Invoiced Fees:	\$1,836.10
Total Fees Paid:	\$1,836.10
Total Balance Due:	\$49,788.90



Exhibit D

City of Sandy - Building Division

Item # 1.

Record Fee Estimate

755-23-000242-DWL
18610 Warm Springs ST, Sandy, OR

39250 Pioneer Blvd.
Sandy, OR 97055
Phone: 503-668-0880
Fax: (503) 668-8714

www.ci.sandy.or.us/building-division

building@ci.sandy.or.us

Exhibit D. Existing cost to construct a single-family home without parks fee in-lieu.

Estimate Prepared: 4/23/24 5:16 pm

Valid for 90 days from estimate date.

Work Description: SFR - 2,328 SF

Calculated Job Value: \$438,965.52

Fee	Qty	Fee Amt	Fee Status	Amt Paid	Balance Due
Park SDC - 1 and 2 Family	1 Ea	\$8,897.09	NEW	\$0.00	\$8,897.09
Sanitary Connection	1 Ea	\$71.00	NEW	\$0.00	\$71.00
Sewer SDC - 1 and 2 Family	1 Ea	\$6,126.36	NEW	\$0.00	\$6,126.36
Street SDC - 1 and 2 Family	1 Ea	\$4,826.00	NEW	\$0.00	\$4,826.00
1 and 2 Family Street Fee	1 Ea	\$50.00	NEW	\$0.00	\$50.00
Water Meter Installation	1 Ea	\$475.00	NEW	\$0.00	\$475.00
Water SDC - 5/8 x 3/4 inch	1 Ea	\$4,294.25	NEW	\$0.00	\$4,294.25
Erosion Control Permit - Single Family Dwelling / Duplex	1 Ea	\$160.00	NEW	\$0.00	\$160.00
Erosion Control Plan Review - Single Family Dwelling / Duplex	1 Ea	\$90.00	NEW	\$0.00	\$90.00
Structural plan review fee	1 Ea	\$1,836.10	INVOICED	\$1,836.10	\$0.00
Single Family Residence - Baths	3 Qty	\$690.00	NEW	\$0.00	\$690.00
CET - Oregon Trail - Res Use	1 Ea	\$2,304.72	NEW	\$0.00	\$2,304.72
CET - Oregon Trail - Admin Fee - Res Use	1 Ea	\$23.28	NEW	\$0.00	\$23.28
Structural building permit fee	1 Ea	\$2,623.00	NEW	\$0.00	\$2,623.00
Backflow preventer	1 Qty	\$27.00	NEW	\$0.00	\$27.00
Clothes dryer exhaust	1 Ea	\$16.00	NEW	\$0.00	\$16.00
Decorative gas fireplace	1 Ea	\$30.00	NEW	\$0.00	\$30.00
Zoning Admin Fee - Single Family Dwelling	1 Ea	\$185.00	NEW	\$0.00	\$185.00
Furnace - up to 100,000 BTU	1 Ea	\$23.00	NEW	\$0.00	\$23.00
Gas fuel piping outlets	1 Qty	\$16.00	NEW	\$0.00	\$16.00
Heat pump	1 Ea	\$23.00	NEW	\$0.00	\$23.00
Planning Administration Fee	950 Amount	\$950.00	NEW	\$0.00	\$950.00
Ventilation fan connected to single duct	5 Ea	\$80.00	NEW	\$0.00	\$80.00
State of Oregon Surcharge - Bldg (12% of applicable fees)	1 Ea	\$314.76	NEW	\$0.00	\$314.76
State of Oregon Surcharge -Plumb (12% of applicable fees)	1 Ea	\$86.04	NEW	\$0.00	\$86.04
State of Oregon Surcharge - Mech (12% of applicable fees)	1 Ea	\$22.56	NEW	\$0.00	\$22.56

Estimate Only

SDC fees - \$24,143.70
Building/Planning/PW fees - \$7,345.10
Oregon Trail School District - \$2,328.00
State Surcharge - \$423.36

Total Fees:	\$34,240.16
Total Invoiced Fees:	\$1,836.10
Total Fees Paid:	\$1,836.10
Total Balance Due:	\$32,404.06

Financially Constrained and High Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
P1	362nd Drive	FC	Local	\$ 1,003,905	30.89%	0.00%	\$ 310,108
P3	Bluff Rd	FC	Local	878,417	30.89%	0.00%	271,344
P7	Dubarko Rd.	High	Local	50,195	30.89%	0.00%	15,505
P11	Langensand Rd	High	Local	100,391	30.89%	0.00%	31,011
P14	Pleasant St	High	Local	250,976	30.89%	0.00%	77,527
P16	Sandy Heights St	High	Local	225,879	30.89%	0.00%	69,774
P17	Downtown Core Pedestrian Impr	High	Local	351,367	30.89%	0.00%	108,538
P22	US 26A	High	ODOT	-	30.89%	80.00%	-
C1	Sandy Shopper Crossing - Evans	High	Local	25,098	0.00%	0.00%	-
C2	OR 211 Dubarko Crossing	High	Local	125,488	0.00%	0.00%	-
C5	CRMS - Bluff Road at Marcy	FC	Local	125,488	0.00%	0.00%	-
C6	CRMS - Bluff Road at Hood	FC	Local	125,488	0.00%	0.00%	-
C7	CRMS - Bluff Road at US 26	FC	ODOT	125,488	0.00%	80.00%	-
C8	CRMS - Hood Street at Beers	FC	Local	25,098	0.00%	0.00%	-
C9	CRMS - Hood Street at Scales	FC	Local	25,098	0.00%	0.00%	-
C10	CRMS - Hood Street at Bruns	FC	Local	25,098	0.00%	0.00%	-
C11	SGS - Hood/Strauss	FC	Local	351,367	0.00%	0.00%	-
C12	SGS - Pleasant/Strauss	FC	Local	25,098	0.00%	0.00%	-
C13	SGS - Pleasant/Alt	FC	Local	351,367	0.00%	0.00%	-
C14	SGS - Smith/Pleasant	FC	Local	25,098	0.00%	0.00%	-
C15	SGS - Alt/US 26	FC	Local	125,488	0.00%	0.00%	-
C18	Scales/Proctor	High	Local	25,098	0.00%	0.00%	-
C19	Scales/Pioneer	High	Local	25,098	0.00%	0.00%	-
C20	Bruns/Proctor	High	Local	25,098	0.00%	0.00%	-
C21	Bruns/Pioneer	High	Local	25,098	0.00%	0.00%	-
C23	Hwy 211 Pedestrian Improvement	FC - Funded	Local	501,953	30.89%	0.00%	155,054
C24	Green Mountain and Bluff Pedest	High	Local	75,293	30.89%	0.00%	23,258
B1	362nd Dr.	High	Local	1,505,858	30.89%	0.00%	465,162
B2	Bluff Rd.	High	Local	50,195	30.89%	0.00%	15,505
B3	Bornstedt Rd	High	Local	2,559,959	30.89%	0.00%	790,775
B4	Dubarko Rd.	High	Local	50,195	30.89%	0.00%	15,505
B5	Dubarko Rd.	High	Local	50,195	30.89%	0.00%	15,505
B6	Langensand Rd.	High	Local	75,293	30.89%	0.00%	23,258
B7	Meinig Ave	High	Local	75,293	30.89%	0.00%	23,258
B8	Meinig Ave	High	Local	25,098	30.89%	0.00%	7,753
B9	Sandy Heights St	High	Local	50,195	30.89%	0.00%	15,505
B10	Tupper Rd.	High	Local	3,011,716	30.89%	0.00%	930,324
B12	US 26	High	ODOT	7,755,168	30.89%	80.00%	1,551,034
D3	US 26 & 362nd Drive Intersection	FC - Funded	Local	6,550,482	30.89%	0.00%	2,023,454
D6	Highway 211 & Proctor Boulevard	FC	ODOT	15,059	30.89%	80.00%	3,012
D9	Highway 211 & Dubarko Road Mul	FC	Local	501,953	30.89%	0.00%	155,054
D14a	Bell Street Extension 1A	FC - Funded	Local	9,988,858	100.00%	66.00%	3,396,212
D15a	362nd Drive Extension 1A	FC - Funded	Local	3,011,716	100.00%	66.00%	1,023,983
D20	Dubarko Road Extension	FC	Local	3,915,231	100.00%	66.00%	1,331,178
D21f	Village Boulevard Extension 1	FC	Local	878,417	100.00%	66.00%	298,662
D24	Highway 211 & Gunderson Road Ir	FC	Local	1,003,905	0.00%	0.00%	-
D26	Alt Avenue	High	Local	11,042,958	30.89%	0.00%	3,411,187
D27	Hwy 211 & Dubarko Road Intersec	FC	Local	50,195	0.00%	0.00%	-
D31	Sandy Bypass Planning	FC	Local	1,003,905	30.89%	0.00%	310,108
S1	US 26 adaptive signal system	FC	ODOT	200,781	30.89%	80.00%	40,156
S2	US 26 Ten Eyck Study	FC	ODOT	50,195	30.89%	80.00%	10,039
S3	US 26 Speed Zone Study	FC	ODOT	75,293	30.89%	80.00%	15,059
Total				\$ 58,517,640			\$ 16,933,808

Medium Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
P2	Bluff Rd.	Medium	Local	903,515	30.89%	0.00%	279,097
P4	Bluff Rd	Medium	Local	652,538	30.89%	0.00%	201,570
P5	Bornstedt Rd.	Medium	Local	1,756,834	30.89%	0.00%	542,689
P6	Dubarko Rd.	Medium	Local	3,965,426	30.89%	0.00%	1,224,926
P8	Industrial Way	Medium	Local	2,208,592	30.89%	0.00%	682,237
P9	Jewelberry Rd.	Medium	Local	250,976	30.89%	0.00%	77,527
P10	Jacoby Rd.	Medium	Local	-	30.89%	0.00%	-
P12	Langensand Rd.	Medium	Local	1,154,491	30.89%	0.00%	356,624
P13	Meinig Avenue	Medium	Local	150,586	30.89%	0.00%	46,516
P15	Ruben Ln	Medium	Local	75,293	30.89%	0.00%	23,258
P19	US 26	Medium	ODOT	552,148	30.89%	80.00%	110,430
P20	US 26	Medium	ODOT	1,204,686	30.89%	80.00%	240,937
P23	Hwy 211	Medium	Local	-	30.89%	0.00%	-
P24	Sandy Heights St.	Medium	Local	125,488	30.89%	0.00%	38,763
P25	Vista Loop	Medium	Local	-	100.00%	0.00%	-
P26	362nd Drive	Medium	Local	627,441	30.89%	0.00%	193,817
P27	Bluff Road	Medium	Local	2,233,689	30.89%	0.00%	689,990
C3	Sandy Transit Center - Pioneer	Medium	Local	125,488	0.00%	0.00%	-
C4	Sandy Transit Center - Proctor	Medium	Local	125,488	0.00%	0.00%	-
C16	Bluff/Sandy Heights	Medium	Local	25,098	0.00%	0.00%	-
C17	Dubarko/US26	Medium	ODOT	25,098	0.00%	80.00%	-
C22	OR 211	Medium	Local	6,023,432	30.89%	0.00%	1,860,647
B13	Sandy Heights St	Medium	Local	2,283,885	30.89%	0.00%	705,495
B14	Jacoby Rd	Medium	Local	3,940,328	30.89%	0.00%	1,217,174
B15	Vista Loop	Medium	Local	2,083,104	30.89%	0.00%	643,474
T03	362nd	Medium	Local	125,488	100.00%	0.00%	125,488
T04	Kelso to Powerline	Medium	Local	200,781	100.00%	100.00%	-
T05	Powerline	Medium	Local	50,195	100.00%	100.00%	-
T06	Olson to Powerline	Medium	Local	100,391	100.00%	100.00%	-
T08	Sandy Bluff Park to 362nd 3	Medium	Local	150,586	100.00%	100.00%	-
T09	Sandy Bluff Park Pond Loop Trail 3	Medium	Local	50,195	100.00%	100.00%	-
T10	Bell Street to Sandy Bluff Park 3	Medium	Local	75,293	100.00%	100.00%	-
T11	Kate Schmidt to Bell Street 3	Medium	Local	50,195	100.00%	100.00%	-
T12	SHS Trail Easement 1 3	Medium	Local	100,391	100.00%	100.00%	-
T13	Meeker to MH Athletic Club	Medium	Local	50,195	100.00%	100.00%	-
T17	Community Campus to Sandy River	Medium	Local	25,098	100.00%	100.00%	-
T19	Park Street to Community Campus	Medium	Local	5,020	100.00%	100.00%	-
T21	Vista Loop to Hood Street	Medium	Local	50,195	100.00%	0.00%	50,195
T28	Tickle Creek Reroutes 3	Medium	Local	75,293	100.00%	100.00%	-
T30	Sunset Street to Tickle Creek	Medium	Local	15,059	100.00%	100.00%	-
T31	Sunset Street to Nettie Connett D	Medium	Local	100,391	100.00%	100.00%	-
T32	Bluff Road to Sandy Heights	Medium	Local	15,059	100.00%	100.00%	-
T33	Tupper Park to Gerilyn Court	Medium	Local	50,195	100.00%	100.00%	-
T35	Tickle Creek Extension East to Dul	Medium	Local	75,293	100.00%	100.00%	-
T38	Tickle Creek to Deer Point Park	Medium	Local	451,757	100.00%	100.00%	-
T39	Dubarko Extension Road	Medium	Local	125,488	100.00%	0.00%	125,488
T40	Tickle Creek Extension Dubarko E	Medium	Local	100,391	100.00%	100.00%	-
T41	Alleyway to Tickle Creek Trail Cor	Medium	Local	50,195	100.00%	100.00%	-
T42	Jacoby Road to Tickle Creek Conn	Medium	Local	50,195	100.00%	0.00%	50,195
T44	Bornstedt Park	Medium	Local	75,293	100.00%	0.00%	75,293
T50	Highway 211 Parkway	Medium	Local	401,562	100.00%	0.00%	401,562
T54	Cascadia to Tickle Creek	Medium	Local	30,117	100.00%	0.00%	30,117
D1	362nd Drive & Industrial Way (sou	Medium	Local	140,547	30.89%	0.00%	43,415

Medium Priority Projects (continued)

ID	Project	Priority	Source	Total Cost (2024)	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
D2	362nd Drive & Dubarko Road Inter	Medium	Local	1,430,565	30.89%	0.00%	441,904
D5	US 26 & Ruben Lane Intersection I	Medium	ODOT	953,710	30.89%	80.00%	190,742
D16	Kate Schmidt Street Extension	Medium	Local	9,035,148	100.00%	66.00%	3,071,950
D21d	Cascadia Village Extension 2	Medium	Local	2,183,494	100.00%	66.00%	742,388
D25	Highway 211	Medium	Local	22,085,917	30.89%	0.00%	6,822,374
D29	Ruben Lane Realignment to Kate	Medium	Local	3,714,450	0.00%	0.00%	-
Total				\$ 72,687,764			\$ 21,306,285

Low Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
D4	US 26 & Industrial Way Intersectio	Low	ODOT	953,710	30.89%	80.00%	190,742
D8	US 26 & Ten Eyck Road/Wolf Drive	Low	ODOT	1,505,858	30.89%	80.00%	301,172
D11	Highway 211 & Arletha Court Inte	Low	Local	125,488	30.89%	0.00%	38,763
D12	Industrial Way Extension 1	Low	Local	13,226,452	100.00%	66.00%	4,496,994
D13	Dubarko Road Extension	Low	Local	7,479,095	100.00%	66.00%	2,542,892
D14b	Bell Street Extension 2	Low	Local	9,938,663	100.00%	66.00%	3,379,145
D18	Olson Road Extension	Low	Local	5,270,503	100.00%	66.00%	1,791,971
D19	Agnes Street Extension	Low	Local	5,973,237	100.00%	66.00%	2,030,900
D21c	Cascadia Village Extension 1	Low	Local	2,032,908	100.00%	66.00%	691,189
D28	Industrial Way Realignment	Low	Local	4,166,207	0.00%	0.00%	-
D30	Langensand Road Truck Traffic Cal	Low	Local	175,683	0.00%	0.00%	-
D33	Olson Street Extension 2	Low	Local	8,533,195	100.00%	66.00%	2,901,286
Total				\$ 59,380,999			\$ 18,365,055

Very Low Priority Projects

ID	Project	Priority	Source	Total Cost (2024)	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
D15b	362nd Drive Extension 2	Very low	Local	14,054,674	100.00%	66.00%	4,778,589
D17	Industrial Way Extension 2	Very low	Local	4,693,257	100.00%	66.00%	1,595,707
D21a	Sandy Heights Street/370th Aven	Very low	Local	24,445,094	100.00%	66.00%	8,311,332
D21b	Gunderson Road Extension	Very low	Local	13,803,698	100.00%	66.00%	4,693,257
D21e	New southern collector	Very low	Local	33,681,023	100.00%	66.00%	11,451,548
D21g	Village Boulevard Extension 2	Very low	Local	4,015,621	100.00%	66.00%	1,365,311
D22	New eastern collector	Very low	Local	20,078,106	100.00%	66.00%	6,826,556
D23	US 26 Bypass	Very low	Local	391,523,070	30.89%	80.00%	78,304,614
D32	Cascadia Village Drive Extension	Very low	Local	19,174,591	100.00%	66.00%	6,519,361
Total				\$ 525,469,135			\$ 123,846,276



CITY COUNCIL MEETING

Monday, April 15, 2024 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:00 PM

1. Deer Pointe Park: Preferred Concept Review

The Parks and Recreation Director summarized the staff report, which was included in the agenda packet. Kurt Lango and Brian Martin with Lango Hansen Landscape Architects were present to deliver the presentation; slides were also included in the agenda packet.

Council discussion ensued on the following topics:

- Details on the survey methodology and response rate
- Suggestion that staff should use geofencing in future advertisements
- Support from local neighbors for basketball at the new park; emphasis on the importance of responding to the preferences of nearby residents
- Specific discussion on options for covered basketball at the new park included the following:
 - The consultants received a recent quote for a covered court, which came in between \$500,000 and \$750,000
 - The large size of the required cover is a significant cost driver, especially considering the span needed
 - Suggestion that covering the court is more important than meticulous compliance with Sandy Style
 - Initial internet searches suggest that lower cost covering options may be available; perhaps lower cost building materials can be used
 - Discussion on other basketball courts in Sandy
 - Discussion on what would be necessary to accommodate a full court at the park; possible retaining wall needs; other potential location possibilities
- Discussion of the project budget; note that the project crosses two biennia; recognition of the possibility of additional SDC revenue
- Recognition that this project is much different than the Cedar Park project
- Remarks on project coordination with the developer of the adjacent property to the east
- Recognition that this park is relatively far from other parks in the city, so concern about duplication of features is limited
- Discussion on the meaning of 'inclusive play,' which is a principle that can be applied to all features in the park
- Expression of preferences to include climbing structures and modern durable features
- Discussion on the importance of safety and limiting liability
- Details on the advantages of maintaining real wood picnic tables

- Overview of the project schedule; concerns about opening the park in October

Overall, the consensus of the Council was that staff should pursue opportunities to incorporate a covered basketball court, full court if possible, in a financially feasible manner. Adhering to the City's design standards is important, but ultimately local youth should be provided the recreational opportunities they need.

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Stan Pulliam
 Council President Laurie Smallwood
 Councilor Chris Mayton
 Councilor Rich Sheldon
 Councilor Kathleen Walker
 Councilor Carl Exner
 Councilor Don Hokanson

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

Holly Manes: is opposed to the upcoming donkey basketball fundraiser event being held at Sandy High School. Stated that she owns two rescue donkeys and supports the Future Farmers of America, but feels this event is animal abuse. Stated that the donkeys will be scared on the slippery surface, which is not safe for them. Stated that the event is barbaric and should not be allowed. Suggested that if the event must proceed, proper veterinary professionals should be present. Noted that similar events have been cancelled elsewhere. Shared photos of her donkeys (the photos were not submitted for the record). Stated she plans to attend an upcoming School Board meeting and will deliver the same message.

RESPONSE TO PREVIOUS COMMENT

(none)

CONSENT AGENDA

2. City Council Minutes: April 1, 2024
3. Contract Approval: Revised Wholesale Water Agreement with City of Portland
4. Contract Approval: Transit Technology Implementation Project

In response to a Council question, staff provided information and clarification on the rising cost estimates of Portland's filtration plant project and projected wholesale water rate increases. It was stated that the timing of the rate increases is directly tied to completion of elements of the construction project. The Council thanked staff for their efforts in negotiating the successful wholesale agreement.

MOTION: Adopt the consent agenda

Motion made by Councilor Hokanson, Seconded by Councilor Mayton.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

MOTION CARRIED: 7-0

RESOLUTIONS

5. PUBLIC HEARING (CONTINUED) – Resolution 2024-08: Adoption of Advance Financing Reimbursement District for 362nd and Bell Extension

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The Public Works Director summarized the staff report, which was included in the agenda packet along with presentation slides from the March 18th meeting. She clarified that under the language included in the resolution, repair of a barn building would not trigger AFRD payment, and that no payments would be due until development of the properties occurs.

Public Testimony

Linda Malone: expressed appreciation for completing the new road which benefits the community; stated it is only fair to recoup part of the cost of the project through an AFRD; suggested that a valuation of 20% of the project cost should be the minimum; suggested that interest accrual should not begin immediately.

Eric Lundeen: suggested parts of the road project were poorly managed and that excess engineering costs were incurred; suggested more effective project management should have been employed; stated that the cost allocation method used is inequitable; stated that the district would have a large financial impact on the affected property owners; stated that the property owners do not have the resources to secure grants that the City has; stated that his property is his family's heritage; suggested that there must be another way to replenish the Street Fund; noted that eminent domain was used to acquire the right-of-way.

Doug Castle: questioned whether other AFRDs have included both residential and commercially-zoned properties; stated that the district does not account for differences in value between residential and commercially-zoned properties; questioned the accuracy of calculations of wetland areas on his property, particularly given previous documentation from the City on the matter; stated that he has seen detrimental effects from the road project including noise, loss of privacy, and harmful weeds affecting his animals.

Staff Recap and Recommendation

Staff stated that the new road increases the value of the subject properties, that the value of the district does not include the considerable cost of staff time spent on the project, that the Street Fund needs supplementation, and that the value of the district is significantly less than the cost of the project.

MOTION: Close the public hearing

Motion made by Councilor Hokanson, Seconded by Councilor Exner.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

MOTION CARRIED: 7-0

Council Discussion

- Discussion of the analysis performed to calculate wetlands on the subject properties; expression of the importance of ensuring calculations were performed correctly; clarification that staff relied on the data contained in the applicable GUS layer
- Clarification from staff that past AFRDs did not account for differences in zoning and thus neither did this one
- Discussion concerning interest:
 - Concern that interest could create a barrier to development of the properties
 - Suggestion to delay interest while the development moratorium remains in effect for the subject properties, in the interest of fairness
 - Statement that commercial development on the properties is the ultimate goal
- Clarification on bonding of VRF revenue for the project; note that no grant funds were secured for the project
- Note that once development occurs on the site, interest accrual is moot
- Emphasis on the need to carefully define when the moratorium would no longer affect the properties in question
- Statement that the travel lanes on Bell St are not wide enough to allow emergency vehicles to pass other traffic; suggestion that widening could be required during the land use approval process
- Concern that the AFRD could effectively price development out of the market

- Questions as to whether the right-of-way acquired could accommodate further street widening
- Concern about code requirements, especially related to center medians
- Recognition that construction of the road was a long-standing goal of the City
- Concern that establishment of an AFRD was never previously communicated by the City
- Concern about the depleted Street Operations Fund
- Note that increased gas taxes are the only alternative funding source to replenish the fund
- Recognition that the project received General Fund revenue as well
- Suggestion that it would not be fair for all project costs to be borne by the citizens at large
- Clarification from staff on the amount of revenue that could be realized through higher gas taxes
- Details on income and expenses in the Street Fund
- Note that if the City had not constructed the road, the cost would have been borne entirely by developers, thus decreasing the sales price of the properties
- Suggestion that residents want development to pay for itself
- Statement that proposed establishment of an AFRD was indeed previously communicated by the City
- Statement that previous delay of addressing these funding shortcomings is now coming due, and the City needs to act
- Discussion of compounding of higher costs and prices, affecting development prospects
- Praise for AFRDs in principle
- Suggestion to modify the AFRD proposal to 10% of the project cost, with no interest

MOTION: Adopt Resolution 2024-08, with the amendment that interest shall not begin accruing until development of the subject properties is possible.*

Motion made by Councilor Walker, Seconded by Councilor Hokanson.

*(*motion amended before vote, as detailed below)*

The City Attorney expressed concern that the definition of when development of the properties is possible is prohibitively unclear. He also noted that under the Municipal Code, there is no mechanism to modify the AFRD once it is established.

AMENDED MOTION: Adopt Resolution 2024-08, with the amendment that interest shall not begin accruing until five years after the adoption of the resolution.

Motion made by Councilor Hokanson, Seconded by Councilor Walker.

Voting Yea: Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

Voting Nay: Mayor Pulliam, Council President Smallwood, Councilor Mayton

MOTION CARRIED: 4-3

MOTION: Adopt Resolution 2024-08, with the amendment that the valuation of the district shall be decreased from 20% to 10% of the project cost, and interest shall not begin accruing until the subject properties are developed or sold.*

Motion made by Councilor Mayton, Seconded by Council President Smallwood.

*(*motion not voted on because the above motion was carried first)*

REPORT FROM THE CITY MANAGER

- The City of Molalla CCA dinner has been canceled
- Statements of Economic Interest are due today
- Parks maintenance staffing:
 - A seasonal position will be transferring to full time; recognition that this is still insufficient over the long term
 - Discussion regarding maintenance of medians, which is handled differently in different cases; note that these responsibilities need to be reallocated; discussion of modifying the City's landscape maintenance contract as part of the solution
- The Tickle Creek Trail is much closer to reopening; large hazard trees still need to be addressed

COMMITTEE / COUNCIL REPORTS

Councilor Hokanson

- Suggestion to use urban renewal funds to incentivize development along 362nd and Bell
- Concern about the new parking lot
 - Need to ensure it is not used for camping
 - Suggestion to lock the lot at night
 - Suggestion to monetize parking at the lot during special events

Councilor Exner

- Praise for staff's efforts in negotiation the wholesale water agreement
- Questions regarding whether it is necessary to raise the transit tax; staff clarification that obligations can be met with available grant funding
- Concern about the condition of medians along Jewelberry

Councilor Walker

- Praise for staff's efforts in negotiation the wholesale water agreement
- Praise for the new Cedar Creek Trail

- Concern about vouchers providing shelter for homeless individuals at the Best Western; suggestion to communicate that the City is not involved; suggestion to invite applicable Clackamas County staff to a future work session
- Note that the Mayor will attend the upcoming Library Advisory Board meeting

Councilor Sheldon

- Agreement on the need to hold a meeting with County staff on homelessness
- Discussion about road congestion related to school dropoff and pickup:
 - Additional context from the City Manager and Interim Police Chief regarding emergency access
 - Note that blocking traffic is unlawful
 - Suggestion for the School District to better use existing parking lots
 - Note that bus ridership has dropped post-COVID
 - Note that widespread issuance of citations is unworkable
 - Suggestion to work with the School District proactively with deliberate purpose to remedy the problem

Council President Smallwood

- Praise for the Cedar Creek Trail opening event
- Concern regarding the harmful weeds mentioned by Mr. Castle during his testimony

Councilor Mayton

- Appreciation for the constructive AFRD debate
- Appreciation for staff's efforts in negotiations with the EPA
- Hope that the Tickle Creek Trail will open soon
- Reminder on upcoming events: Arbor Day; Earth Day; the Sportsman's Breakfast

Mayor Pulliam

- Recognition of the upcoming Community Center 50th anniversary
- Appreciation for the constructive AFRD debate
- Praise for the Cedar Creek Trail opening event
- Concern regarding medians and emergency vehicle access; suggestion to debate and reexamine the issue
- Summary of recent Christine Drazan campaign event
- Note that next legislative session is likely to focus on transportation, and the City should consider potential project funding opportunities
- Suggestion that the City may be able to secure a portion of recalled/vetoed infrastructure funding from the last legislative session

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN



STAFF REPORT

Meeting Type: City Council
Meeting Date: May 6, 2024
From: Andi Howell, Transit Director
Subject: Final Amendment: Transit Operations Contract

DECISION TO BE MADE:

Whether to authorize the City Manager to sign an amendment to the current Transit operations contract for one year. This is the last remaining year of the five-year contract.

PURPOSE / OBJECTIVE:

To continue Transit operations with a 5% driver and staff wage increase, with only a slight increase to rate per revenue service hour.

BACKGROUND / CONTEXT:

The transit operating contract with MV Transportation will end June 30, 2024. An extension has been negotiated for continued service. Sandy Transit pays MV Transportation a flat hourly rate based on revenue service hours. The flat rate covers driver wages, dispatch and management staff and other overhead costs. The current rate of \$79.75 will increase to \$81.00 (\$1.25), except for the medical rides program where the rate will increase from \$74.79 to \$75.47 (\$0.68). The rate increase includes a 5% wage increase, more funding in the budget for driver recruitment and higher insurance costs, however with the addition of the Clackamas Town Center route hours those costs can be diluted in the hourly rate, keeping it relatively low as compared to the current rate.

The City and MV have worked hard over the past 4 years of this contract to improve service, recruit professional drivers and deliver an efficient, dependable service to Sandy residents. At the top level, MV Transportation has undergone leadership changes and the City has been assigned to a new Regional Vice President (Aaron Edwards) and a new General Manager (Tamara Darnell). Aaron has immensely improved communication and problem solving, and Tamara has been a great asset to the team. With corporate changes and increased wages, staff shortages have improved, and safety and customer service remain top priorities. While Sandy has always been able to be proud of the driving team that represent our City, the current team is professional and well trained.

KEY CONSIDERATIONS / ANALYSIS:

Significant contract changes:

- | | |
|--|------------------|
| • SAM Gresham hourly rate was \$79.75 | New rate \$81.00 |
| • SAM CTC hourly rate was \$79.75 | New rate \$81.00 |
| • SAM Estacada hourly rate was \$79.75 | New rate \$81.00 |
| • SAM Shopper Shuttle hourly rate was \$79.75 | New rate \$81.00 |
| • SAM rides hourly service rate was \$79.75 | New rate \$81.00 |
| • SAM Elderly and Disabled hourly rate was \$74.79 | New rate \$75.47 |

Estimated maximum 12-month cost estimate: \$1,884,692

Rate Proposal Sheet included:

- Driver start wage increased from \$23.10 to \$24.26 w CDL \$20.95 without CDL
- Dispatch start wage increased from \$24.10 to \$25.26
- Road Supervisor start wage raised from \$25.20 to \$26.46
- Maintenance Coordinator wage raised from \$26.25 to \$27.56
- Utility worker wage raised from \$19.46 to \$19.46 - no increase because position recently filled.

Drivers with seniority who currently receive an additional \$400 monthly bonus will continue to receive this monthly payment.

Next Steps

SAM is required to conduct a new Request for Proposals for the operations contract every five years. This agreement gives SAM the stability needed to continue operations and begin the required RFP process. The RFP will be posted in approximately six months.

BUDGET IMPACT:

No impact, the estimated cost is \$1,884,692 and SAM budgeted \$1,900,000 for this time frame.

RECOMMENDATION:

Approve the contract amendment.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to sign the amendment to the Transit operations contract with MV transportation, as included in the agenda packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Contract amendment with MV Transportation

Amendment 3

Transit Contract

Effective July 1, 2024

The City of Sandy, herein referred to as City and MV Transportation, herein referred to as Contractor, entered into a Transit Contract on May 30, 2020.

It has now been determined by City and Contractor that the contract referenced above, shall remain in full force and effect July 1, 2024 to June 30, 2025, shall be amended to include these changes:

1.3. Consideration. The City agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$1,884,692 for the 12 months of the contract extension, for accomplishing the Work required by this Contract. Consideration rates are on a fixed hourly rate basis in accordance with the rates and costs specified in Exhibit A which includes the new staff wage scale, the continuation of the \$400 monthly payment to those MV employees already receiving such payments as outlined in Exhibit D, and a new revenue service hour rate. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit D and Exhibit E. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties. If for any reason the General Manager, Road Supervisor, Maintenance Coordinator, Dispatcher or Utility Worker positions designated in the contract are open or not permanently filled, with a qualified individual, for more than 90 days, a charge equal to the position's monthly salary and benefits as denoted in the contract may be immediately assessed by the City of Sandy, and collected through a reduction in payment owed the CONTRACTOR in the next invoice cycle, or as otherwise agreed to at the City of Sandy's discretion. Such fee may continue to be collected for each subsequent month in which the open position is left vacant.

The following exhibits are attached to and incorporated by reference into this Contract:

- Exhibit A**, Wages and Rates as of July 1, 2025
- Exhibit B**, Amendment 2
- Exhibit C**, Amendment 1
- Exhibit D**, Sandy Transit Operations RFP #SAM2020
- Exhibit E**, MV Bid Proposal
- Exhibit F**, City of Sandy 5311 Grant Agreement

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

MV Transportation

City of Sandy

Authorized Signature

Date

Tyler Deems

Date

Name / Title (Printed)

Approved as to Form:

Oregon Business Registry #

Entity Type / State of Formation

EXHIBIT A

Item # 3.

Proposed Budget: Year 3 - 7/01/24 – 6/30/25				
Category	SANDY			Total
	Total	Fixed	Variable	
Driver Wages (REV)	\$ 723,430	\$ -	\$ 723,430	\$ 1,055,891
Driver Wages (NON_REV)	\$ 50,494	\$ -	\$ 50,494	\$ 73,699
Driver Benefits	\$ 282,954	\$ -	\$ 282,954	\$ 411,497
Dispatch Wages	\$ 126,313	\$ 126,313	\$ -	\$ 183,696
Dispatch Benefits	\$ 27,152	\$ 27,152	\$ -	\$ 39,487
Management Wages	\$ 59,710	\$ 59,710	\$ -	\$ 86,835
Management Fringes	\$ 7,418	\$ 7,418	\$ -	\$ 10,788
Payroll Taxes	\$ -	\$ -	\$ -	\$ -
Road Supervisor Wages	\$ 38,980	\$ 38,980	\$ -	\$ 56,688
Road Supervisor Benefits	\$ 8,787	\$ 8,787	\$ -	\$ 12,778
Maintenance Wages	\$ 69,272	\$ 69,272	\$ -	\$ 100,741
Maintenance Benefits	\$ 18,917	\$ 18,917	\$ -	\$ 27,511
Workers Comp	\$ -	\$ -	\$ -	\$ -
Liability Insurance	\$ 139,164	\$ 139,164	\$ -	\$ 202,386
Communications	\$ 12,623	\$ 12,623	\$ -	\$ 18,357
Driver Uniforms	\$ 3,502	\$ 3,502	\$ -	\$ 5,092
Driver Physicals & D/A Testing	\$ 23,611	\$ 23,611	\$ -	\$ 34,337
Employee Recruiting/Training	\$ 3,757	\$ 3,757	\$ -	\$ 5,464
Office Supplies	\$ 25,605	\$ 25,605	\$ -	\$ 37,237
Interest	\$ 11,753	\$ 11,753	\$ -	\$ 17,092
Depreciation	\$ 3,965	\$ 3,965	\$ -	\$ 5,766
Business License	\$ 7,922	\$ 7,922	\$ -	\$ 11,521
Drive Cam	\$ 4,718	\$ 4,718	\$ -	\$ 6,862
Total:	\$ 1,650,045	\$ 593,167	\$ 1,056,878	\$ 2,403,724
Administrative Overhead	84,460	30,362	54,098	\$ 123,038
Administrative Overhead %	4.5%	4.5%	4.5%	4.5%
Profit	150,187	53,990	96,197	\$ 218,787
Profit%	8.0%	8.0%	8.0%	8.0%
Total:	\$ 1,884,692	\$ 677,519	\$ 1,207,173	\$ 2,745,549

Number of Sandy CDL Vehicle Revenue Hours	21,427	21,427	21,427	21,427
Number of Sandy NCDL Vehicle Revenue Hours	1,976	1,976	1,976	1,976
Number of Clackamas CDL Vehicle Revenue Hours	-	-	-	9,600
Total Vehicle Revenue Hours	23,403	23,403	23,403	33,003
Fixed Route - Cost per Vehicle Revenue Hour	\$ 81.00			\$ 81.00
Demand Response - Cost per Vehicle Revenue Hour	\$ 75.47			\$ 75.47
City Circulator - Cost per Vehicle Revenue Hours	\$ 81.00			\$ 81.00
Clackamas				\$ 89.67
Total Cost:	\$ 1,884,692	\$ 677,519	\$ 1,207,173	\$ 2,745,549

CDL DRIVERS	
START	
YR1	
YR2	
YR3	
YR4	
YR5	

INCREASE

- 5.0%
- 5.0%
- 5.0%
- 5.0%
- 5.0%
- 5.0%

NON_CD_L DRIVERS	
START	
YR1	
YR2	
YR3	
YR4	
YR5	

INCREASE

- 5.0%
- 5.0%
- 5.0%
- 5.0%
- 5.0%
- 5.0%

STAFF	
DISPATCHER	
MAINT COORDINATOR	
ROAD SUPERVISOR	
UTILITY WORKER	

INCREASE

- 5.0%
- 5.0%
- 0.0%

**CITY OF SANDY
PERSONAL SERVICES CONTRACT**

This Personal Services Contract (this “Contract”) is entered into between MV Public Transportation Inc. (“Contractor”), and the City of Sandy (“City”), a political subdivision of the State of Oregon on behalf of the Transit Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective **May 30, 2020** and upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **May 30, 2022**. This Contract may be renewed for up to three (3) additional one-year terms, to be exercised by execution of a written amendment on terms and conditions approved by both parties.

- 2. Scope of Work.** Contractor shall provide the following personal services: Sandy Transit Operations Services (“Work”), as noted in RFP #SAM2020, issued by the City of Sandy on February 26, 2020. The Scope of Work is further clarified and modified as described in **Exhibit A**. The following amendments are to be included in the Scope of Work as requested in Items of Discussion in **Exhibit B**: 1.) Price adjustments may be considered by the City’s governing body for reasons described in **Exhibit B**. 2.) A body damage assessment of vehicles may be performed to identify existing damage prior to MV Public Transportation Inc employees driving vehicles. However, the City does not accept MV Transportation Inc.’s proposed Vehicle Acceptance Agreement Standards (**Exhibit B**, pgs 1-3). MV Public Transportation Inc. will accept the vehicles as is, subject to its right to identify existing damage to the vehicle fleet.

- 3. Consideration.** The City agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$2,432,126 for the first two years of the contract, for accomplishing the Work required by this Contract. Consideration rates are on a fixed hourly rate basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A and Exhibit B**. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the City’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the City will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Andi Howell
16610 Champion Way Sandy, OR 97055.

- 5. Travel and Other Expense.** Authorized: Yes X No

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibit A, Exhibit B and Exhibit C**.

7. Contractor and City Contacts.

Contractor	City
MV Public Transportation Inc. Attn: Office of the General Counsel 2711 N Haskell Ave, Suite 1500 LB2	Administrator: Andi Howell Phone: 1-503-489-0925 Email: ahowell@ci.sandy.or.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. City and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the City in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this contract, whether or not specifically referenced herein.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of City without regard to principles of conflicts of law. Any claim, action, or suit between City and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for City, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the City, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of City or any department of City, nor purport to act as legal representative of City or any of its departments, without first receiving from the City written authority to act as legal counsel for City, nor shall Contractor settle any claim on behalf of City without the written approval of the City. City may, at its election and expense, assume its own defense and settlement.

- 8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the City reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of City for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to City employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the City as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: City of Sandy Transit Department 16610 Champion Way Sandy, OR 97055 or ahowell@ci.sandy.or.us.

<u>X</u> Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<u>X</u> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$5,000,000 per occurrence.
<u>X</u> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<u>X</u> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$3,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it. Any obligation that City agree to a waiver of subrogation is hereby stricken.

- 10. **LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitations applicable to the City under the Oregon Constitution and the City's charter, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special

damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during City’s normal business hours (Monday – Friday 8:00 a.m. to 4:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of City. City and Contractor intend that such Work Product be deemed “work made for hire” of which City shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The parties expressly acknowledge and agree that Contractor will be licensing software and computer programs for its performance under this Contract and in no way shall City acquire ownership to the software as a result of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to City that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the City’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the City, which shall be granted or denied in the City’s sole discretion. In addition to any provisions the City may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. City’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the City (i) for convenience upon sixty (60) days written notice to Contractor, or (ii) with written notice to Contractor no later than one (1) business day after the City is aware that it will likely fail to receive funding, appropriations, or other expenditure authority as solely determined by the City (the intention of this is to provide as much notice as possible in the event Contractor must comply with the WARN Act due to non-appropriation); or (B) if contractor breaches any Contract provision or is declared insolvent, City may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the City, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to City all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the City due to a breach by the Contractor, then the City shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the City, less any setoff to which the City is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither City nor Contractor shall be held responsible for delay or default caused by events outside the City or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling City to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the City desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the City (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the City, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the City’s request, Contractor will turn over to the City all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable

injury to the City that cannot adequately be compensated in damages. Accordingly, the City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the City and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the City to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the City, from each of Contractor’s employees and agents who are performing services, and providing copies of such agreements to the City; and (b) performing criminal background checks on each of Contractor’s employees and agents who are performing services, and providing a copy of the results to the City.

Contractor shall report, either orally or in writing, to the City any use or disclosure of Confidential Information not authorized by this Contract or in writing by the City, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the City.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor’s obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the City may perform services under this Contract or be given access to Personal Information, Confidential Information or access to City facilities. For a candidate who has a felony conviction, the Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.

30. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the City is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the City is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the City provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the City with such Key Person's services unless the City provides prior written consent to such reassignment or transfer.

31. EMPLOYEE RETENTION

Contractor acknowledges and agrees that an equally significant reason the City is entering into this Contract is because of the employee retention methods set forth. For current full time City of Sandy operations employees, MV Public Transportation Inc. will honor participation in a benefit package as explained in Exhibit B pgs. 17-18, pay the employee's current wage as listed in Appendix A of Exhibit A and provide a \$400 monthly bonus throughout their employment with MV Public Transportation Inc. Brian Jensen (represented as person 1 in Appendix A of Exhibit A) is assigned to the FT Fleet Maintenance Coordinator position and Ben Smith is assigned to Road Supervisor/Safety Trainer (represented as person 22 in Appendix A of Exhibit A). Wages will begin May 30, 2020 and benefits will begin June 1, 2020. Part time employees will be retained at their current wage, seniority and vacation levels.

32. MERGER.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

33. FURTHER ASSURANCES. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for City to comply with applicable State or Federal funding requirements.

34. ADDITIONAL TERMS AND CONDITIONS. Contractor agrees to comply with the applicable terms and conditions set forth in Agreement, attached hereto as **Exhibit C**, which terms and conditions shall be incorporated herein. Those additional terms and conditions include, but are not necessarily limited to, the following:

- a) Records: Contractor shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Contract in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. The State of Oregon, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds provided hereunder, or the project for the purpose of making audits and examinations. In addition, the State of Oregon, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Contractor shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the project, and to inspect all vehicles, real property, facilities and equipment purchased by Contractor as part of the project, and any transportation services rendered by Contractor.
- b) Indemnification:
 - i) Contractor shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of such party's officers, agents, employees or

subcontractors ("Claims"). It is the specific intention of the parties that the State of Oregon shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified by Contractor from and against any and all Claims.

- ii) Neither Contractor, nor any attorney engaged by Contractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending State of Oregon or that Contractor is not adequately defending State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.
- iii) Contractor shall obtain and maintain insurance of the types and in the amounts provided in Exhibit C to the Agreement. Any insurance obtained by Contractor, if any, shall not relieve Contractor of the requirements of this Section of the Contract. Contractor, if it employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C of the Agreement.
- c) Federal certifications and requirements. Contractor must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Contract, are by this reference incorporated herein
- d) Antidiscrimination. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

The following exhibits are attached to and incorporated by reference into this Contract:

- Exhibit A**, Sandy Transit Operations RFP #SAM2020
- Exhibit B**, MV Public Transportation Inc. Bid Proposal
- Exhibit C**, City of Sandy 5311 Grant Agreement

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

MV Public Transportation Inc.

City of Sandy

DocuSigned by:

 CC9DP4517A8F42E
 Marie Meisenbach Graul 5/26/2020
 Authorized Signature Date


 Jordan Wheeler 5/27/2020
 Date

Marie Meisenbach Graul, CFO
Name / Title (Printed)

Approved as to Form:

193343-90 FBC
Oregon Business Registry #


 City Attorney 5/27/2020
 Date

Corporation / California
Entity Type / State of Formation

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)



CITY OF SANDY, OREGON

**Sandy Area Metro (SAM)
16610 Champion Way
Sandy, Oregon**

503-489-0925

ahowell@ci.sandy.or.us

RFP No: SAM2020
Issuance Date: February 26, 2020

Project: Sandy Area Metro (SAM) Operations

**PROPOSALS DUE: March 25, 2020, NOT LATER THAN 1:00 PM
LATE PROPOSALS WILL NOT BE ACCEPTED**

City of Sandy
Request for Proposals for Transit Operations

SECTION I

REQUEST FOR PROPOSALS

Notice is hereby given that The City of Sandy Transit Department will receive sealed proposals until 1:00 pm **March 25, 2020** , at the City Operation Center, Transit Department, 16610 Champion Way, Sandy, Oregon 97055 for providing:

TRANSIT OPERATION SERVICES FOR THE CITY OF SANDY

City of Sandy is requesting proposals by 1:00pm on March 25, 2020 for the daily operation of the City's bus service. No proposals will be received or considered after that time. Sealed proposals are to be sent to Andi Howell, Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055. Phone 503-489-0925.

Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279A.120. This is not a public works contract subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

The City of Sandy reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so, to waive any and all informalities.

Special Note: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and City makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. The City grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the City.

DATED this February 26, 2020

Andi Howell, Transit Director

SECTION II
INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Bidders must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

2.2 PROPOSALS:

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section III). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the Service provider (Contractor).

2.3 DELIVERY OF PROPOSALS:

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the Service provider, the name of the project for which the proposal is submitted and the time and date of the scheduled opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055.

2.4 RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the offerors submitting proposals are read publicly. No other information will be disclosed.

2.5 WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from the Service providers prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the City of Sandy:

1. Specifically rejects the proposal, or;
2. Awards a contract and said contract is properly executed.

Service providers' proposals must be valid for at least 120 days.

2.6 MODIFICATION:

Any Service provider may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

2.7 ACCEPTANCE OR REJECTION OF PROPOSALS:

In the award of the contract, the City of Sandy will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the City, and will reserve the right to award the contract to the Service provider whose proposal shall be best for the public good. The City of Sandy reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any

proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The City may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8 ADDENDA AND INTERPRETATIONS:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Transit Director and, to be given consideration, must be received at least seven (7) calendar days prior to the date set for the opening of proposals. Any and all such interpretations will be posted on the City website, www.cityofsandy.com/transit, for all prospective proposers not later than five days prior to the date fixed for the opening of proposals. Failure of any proposer to access any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9 NONDISCRIMINATION:

The successful Service provider agrees that, in performing the work called for by this proposal and in securing and supplying materials, Service provider will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11 PREPARATION OF OFFERS:

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

2.12 SPECIFICATIONS LIMITING COMPETITION:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined.

Such comments shall be formal in writing, and are to be addressed to:
City of Sandy
Specification Protest, **Transit Service Operations**
16610 Champion Way
Sandy, OR 97055

Such comments shall be submitted to City of Sandy no later than TEN (10) days prior to the Opening Date. No comments will be accepted after that time.

2.13 EMPLOYEES NOT TO BENEFIT:

No employee or elected official of City of Sandy shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14 DEFAULT:

The City may, subject to the provisions of paragraph (4) below, by written notice of default to the Service provider, terminate the whole or any part of this contract in any one of the following circumstances.

- 1.** If the Service provider fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- 2.** If the Service provider fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- 3.** In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Service provider shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Service provider shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 4.** The Service provider shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Service provider. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Service provider and without the Service provider's fault or negligence. The Service provider shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Service provider to meet the required performance schedule.
- 5.** The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

2.15 PAYMENTS:

The Service provider shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the accurate record for the purposes of computing compensable time and services are rendered, and said records are submitted by the end of each month for payment by the City.
2. Payments will be made monthly, or as agreed, for any claims supported by an invoice.
3. For a period of one year after payment of any claim, City reserves the right, under this contract, to recover any damages due the City as specified in the Clause of this contract entitled "Default".

2.16 TAXES:

Taxes, whether state or federal, shall not be included in proposal prices.

The City is generally exempted from federal taxes, specifically, but not limited to excise and transportation taxes.

2.17 LITIGATION:

In the event litigation is necessary, the Service provider agrees that such will be conducted in the courts of Clackamas County and/or the State of Oregon.

2.18 NOTICE OF INTENT TO AWARD:

The notice of intent to award of the contract by City of Sandy shall constitute a final decision of the City's intent to award the contract if no written protest of the award is filed with the City Transit Director within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the City's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the City's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after notice of intent to award has been issued to submit to the City Transit Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

SECTION III

PROPOSAL RESPONSE

Submitted by:_____

Address:_____

Date:_____ Phone number:_____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide **Transit Operations Service for the City of Sandy** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no official or employee of City of Sandy is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officials or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;

(b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.

(d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

[] Resident Bidder, as defined in ORS 279A.120.

[] Non-Resident Bidder, Resident State: _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____
day of _____, 2020.

Name of Firm

Signature of Bidder

3.1 GENERAL:

Service provider must observe submittal instructions and be advised as follows:

- 1.** Proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the Service provider, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 2.** If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055.
- 3.** No proposal will be accepted after 1:00 P.M. on March 25, 2020.
- 4.** Four copies of the proposal are to be submitted.

3.2 PROPOSAL CONTENTS AND FORMAT:

To simplify and expedite the review process, candidates are requested to prepare their proposals in the format specified below.

1. Transmittal Letter

The transmittal letter should be no more than two pages long and include as a minimum;

- a) A brief understanding of the services to be performed.
- b) A positive commitment to perform the services within the time period specified and under the terms of the RFP.
- c) The names of the persons authorized to represent the respondent, their title, address and telephone number (if different from the individual who signs the transmittal letter).

2. Experience: Briefly describe your experience with the following areas:

- a) Delivering rural transportation services
- b) Scheduling and dispatching transportation services
- c) Knowledge of federal and state requirements, including but not limited to ADA, drug & alcohol use restrictions and data reporting

3. Cost Proposal (ATTACHMENT A)

4. References

At least three references with name of contact person, organization, telephone number, description and dates of service indicating proposer's experience providing similar services.

5. Approach

A summarized description (**no more than 50 pages excluding attachments**) of experience and ability to provide similar service. Please include a discussion of your experience providing fixed-route and/or paratransit demand-response service. This should include:

- a) Experience and approach to scheduling and dispatching demand-response service;
- b) Description of driver hiring and training program, supervision and performance monitoring; ability to hire and retain additional drivers as needed;
- c) Description of what measures will be taken to serve riders with disabilities including physical, developmental, visual and hearing disabilities;
- d) Description of knowledge of federal and state requirements including but not limited to ADA, drug & alcohol use restrictions, driver testing and data reporting;
- e) Methods used to ensure service is responsive to needs of customers;
- f) Methods used for handling emergencies, safety and security;
- g) Methods used to monitor and ensure excellent customer service, including driver attitude and behavior, attitude of dispatchers and "extra touches" in the vehicle for convenience of passengers;

- h) Methods used to monitor and ensure service quality and safety, such as on-time service, customer service and response to requests for rides;
- i) How vehicle breakdowns will be handled when vehicles are in service;
- j) Approach to a vehicle maintenance program
- k) Approach to records management including service reporting, financial reporting, accident reporting, etc.
- l) Method of handling accidents, injuries, and customer complaints
- m) Capability and management approach;
- n) Labor relations program;
- o) Financial viability;
- p) Ability to start providing service in May 2020.
- q) Information on any litigation or settlements within the last 10 years related to providing transit services.

Submittals must include required attachments and may include supporting documentation such as samples of pre-run vehicle inspection forms, driver evaluation forms, or other forms or policies and procedures that are relevant to this program.

Criteria for Evaluation Proposals

Submittals will be evaluated on the basis of the following criteria:

- Ability to provide service and meet the needs of the City of Sandy: **30 points**
- Experience/Approach: **20 points**
- Cost: The cost of service will be evaluated on the cost of a year of service, using the hourly and per trip costs provided in the cost proposal (Appendix B) applied to the number of hours and trips defined in the scope of work and identified for the two separate services.
- Ability to gain efficiencies through coordination of services between Sandy and Clackamas County: **20 points**
- Interview: **10 points**
- DBE: **5 points**

Submittals must be received no later than Friday, March 25, 2020 at 1:00 PM. The City will not accept faxed proposals. Submittals should include

4 copies. Submittals should be mailed or hand delivered to Sandy City Operations Center at:

City of Sandy
Transit Department
16610 Champion Way
Sandy, OR 97055

SECTION IV

STANDARD SPECIFICATIONS AND TERMS AND CONDITIONS

4.1 PURPOSE OF THIS REQUEST FOR PROPOSALS:

The City of Sandy is seeking proposals from qualified firms for the daily operation of the Sandy Area Metro (SAM) and Mt. Hood Express (MHX) transit services. The proposal should include a coordinated approach to service, showing how efficiencies could be gained through coordination and continued use of one contractor. Within the coordinated approach the proposal should identify the ability to retain separate cost allocations, service models, and reporting.

Qualified firms will have a minimum of three years of experience providing similar services. The selected firm will use vehicles owned by the City of Sandy and/or Clackamas County. Service providers for City of Sandy and Mt. Hood Express will operate from the City Operations Center in the City of Sandy, Oregon. Requested services include fixed-route, commuter route, deviated fixed route, general public demand-response service (Sandy only), demand-response services that meet ADA requirements and a non-emergency medical rides program (Sandy only).

4.2 OPERATION:

The City of Sandy assumed transit operations for the City from TriMet in January 2000. This service, known as Sandy Area Metro (SAM), includes fixed-route service in Sandy and commuter service between Sandy and Gresham Central Transit Center; deviated fixed-route commuter service between Sandy and Estacada; general public demand-response service; ADA complementary paratransit service; and non-emergency medical rides for services not available in city limits.

Clackamas County Social Services provides public transit service, known as Mt Hood Express (MHX) seven days per week for both the commuter routes and the point deviated fixed routes. The service consists of a rural, point deviated fixed route system operating on the Highway 26 corridor from the City of Sandy to Rhododendron four times daily, seven days per week, year round. Express (commuter) run service operates from the City of Sandy to Timberline Lodge seven times daily year round. One additional run is added

in the evenings Dec 1 to March 31 and three additional runs on weekends and holiday December to February.

Historically, the City and County have gained efficiencies in service through collaboration, including the shared use of one contractor and one shared pool of drivers, dispatch and other personnel. This RFP defines the tasks for which the Contractor (Service provider) and the City and/or County will be responsible.

Questions are encouraged and can be answered at the optional pre-proposal conference on **March 11, 2020 at 2:00 pm at the City Operations Center, 16610 Champion Way in Sandy, Oregon.** The City will accept additional questions in writing up to March 18, 2020 1:00 PM local time.

Andi Howell
Transit Director
16610 Champion Way
Sandy, OR 97055
503-489-0925
Fax 503-826-0618
ahowell@ci.sandy.or.us

Service Transition

The Contractor will facilitate an efficient transition of service, which will entail working cooperatively with the City at the beginning of the contract period and, similarly, with City and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor service date will begin by May 25, 2020.

The Contractor will ensure that at all times during the term of this contract vehicle operators and other personnel needed are employed and fully trained (including full understanding of the services to be provided). Full personnel

files must be available upon request (training, drug and alcohol testing, Medical Cards, ODL, etc.)

To be considered for this bid, Contractor proposal must include consideration of eligible current personnel with a wage and benefit package that is at least comparable to their current wage and benefit package. The employee schedule and wage rate is attached as Appendix A.

Hourly Service Rate

Compensation for operations will be on a revenue hour basis. Contractor will be compensated on a monthly basis following submission of invoice to each service (SAM and MHX) with accompanying documentation, including information required for federal and state reporting.

City of Sandy and Clackamas County reserve the right to change the number of hours and routes proposed for the fixed-route and the deviated fixed route services. If changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize impact. (Current plans include increased service hours on nearly all routes.

Managerial/Supervisory Capacity

The Contractor will provide an Operations Manager or equivalent position under their hiring structure. The Operations Manager will be on-call during all hours of operations. The Operations Manager is responsible for the supervision of drivers and other operations personnel, daily work schedules, billing, reporting, accident and incident response, invoicing and other duties as assigned.

Contractor will provide maintenance management through the use of a Fleet Manager or equivalent position under their hiring structure. The Fleet Manager will schedule and supervise maintenance services including transportation of vehicles for maintenance services with vendors. The Fleet Manager will also ensure the City and County are compliant with all State and Federal maintenance regulations, as well as, the prescribed preventative maintenance program currently in place. Vehicles must be in a State of Good Repair and repairs must be completed in a timely manner.

Scheduling and Dispatch Staffing

In office dispatch services shall be maintained during all hours of operation. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept reservations in compliance with ADA requirements.

The Contractor will provide trip reservation scheduling at a minimum between 8:00 am and 5:00 pm weekdays and during service hours on weekends for the point deviated fixed route service. Point deviated fixed route dispatch will be in accordance with all ADA requirements.

Staff Hiring, Training and Evaluation

The Contractor will be responsible for hiring dispatchers, drivers and staff, completing an initial orientation and on-going training, and overall supervision. The contractor shall conduct both a criminal and a driver history background check before hiring drivers. Contractor will provide City with monthly list of all hiring's and trainings.

The Contractor will ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 655 (as amended), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and 49 CFR Part 40, Conducting workplace drug and alcohol testing.

The Contractor will ensure that all drivers operating vehicles requiring a CDL in service for the City of Sandy will possess a current Oregon class B-Commercial Driver's License with both airbrake and passenger endorsements.

The Contractor will provide written policies for safe operating procedures in all conditions including inclement weather, accidents and emergencies. The City will provide policies for customer service, ADA service, non-discrimination, media notification during inclement weather, age restrictions for unaccompanied minors, carry-on items, no-shows, suspension of services, and other policies as developed.

The Contractor will provide dispatch and driver training in at least the following areas:

- Defensive driving including emergency situations
- Passenger Safety/Blood Borne Pathogens
- Passenger sensitivity and customer service
- Disability issues
- Mobility Assistance, including proper use and handling of vehicle passenger lifts or ramps and other equipment
- FTA Drug/Alcohol rules & regulations
- ADA Act
- Accident procedures
- Passenger Fluids & Clean-up
- Safety Equipment
- Cellular phones
- Confidential radio communication, i.e., 10-codes
- Passenger behavior problems and security training
- Customer service

The Contractor will provide an outline of its training curriculums with the amount of time committed to each of the training topics with its proposal. The City reserves the right to request additional training in any area it deems necessary.

The Contractor shall conduct, at a minimum, yearly evaluations that will include updated criminal and driver history checks and share annual report with City. The contractor will consult with the City in developing evaluations regarding any input the City may have received from customers.

The Contractor will ensure that all drivers meet the following minimum criteria to participate in this program:

1. No more than two (2) moving violations in any one-year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
3. If license has ever been revoked, must have ten (10) subsequent years with no violations.

4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. **Contractor will** require drivers to inform his/her supervisor of any conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.
6. **The Contractor will** provide uniforms for all field personnel, as approved by the City. These may include both summer and winter uniforms.
7. **The City** reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the service.

Employee Wages, Salaries and Benefits

The Contractor will, retain current driver, dispatch and mechanical employees at a wage and benefit package at least comparable to their current wage, benefit program and vacation schedule. This is included as Appendix A.

The Contractor shall provide wages and salaries commensurate with the responsibilities of the positions offered and in concert with current market labor rates in order to ensure a qualified available work force. Contractor will provide a detailed explanation of the proposed wages and benefit package proposed that is equivalent or exceeds wages and benefits as compared to transit providers in the rest of the State. The detailed summary should include wages and benefits proposed for the following positions:

Operations Manager Salary Range

Fleet Manager Salary Range

Driver Salary Range

Differentials for winter conditions and/or non-traditional hours if applicable

Dispatch, Schedulers and Control Room Staff

Bus Wash Staff

Training wages can be reduced by up to \$1.00 per hour during a probation period not to exceed six (6) months.

Contractor should provide detailed information about progressive wage increases, such as step increases based on longevity and performance, to provide employees with incentives for performance and longevity.

Contractor will provide their plan to adjust wages and benefits on an annual basis to adjust for cost of living increases.

Contractor will provide a competitive benefits package for full time employees. Benefits may be prorated for part-time employees (less than 35 hours per week) based upon the employee's regular work schedule or a combination of actual hours worked and his/her regular work schedule for work performed under the terms of this contract. Contractor should provide a detailed summary of benefits as part of their proposal.

Benefits packages should be comparable to the benefits listed below for employees:

- a) Sick leave accrued at 6.67 hours per month.
- b) Personal leave accrued:
 - i. After one year: 5 days
 - ii. After three years: 10 days
 - iii. After seven years: 15 days
- c) Holiday leave of six paid holidays per year;
- d) No less than a Fair Market Health Benefit provided or cash stipend (in lieu of health benefits) for each full-time employee in service.
- e) Employer retirement contribution 4%

The Contractor shall not establish work schedules to avoid paying full-time benefits and shall maintain at least 2/3 of staffing as full-time positions.

The Contractor will obtain permission from the City/County for the use of any sub-contractor used in conjunction with this Contract.

The Contractor will provide the City a monthly wages and benefits statement for verification purposes.

Vehicle Maintenance

Contractor shall assess mechanical condition of vehicle, schedule maintenance services and transport vehicles to the appropriate service and/or repair locations. Contractor shall maintain a vehicle repair and maintenance schedule that provides for excellent safety and maintenance and in compliance with all state and federal law and with vehicle manufacturer's recommendations for service. City/County is responsible for repair and maintenance expenses based on actual expenses incurred and the submission original invoices. Repairs in excess of \$1,500 in value require written permission from the Service Provider (City/County). All physical damage should be reported to the Service Provider (City or County) within 24 hours of occurrence. Barring normal wear and tear, vehicles shall be returned in the same condition they were received by contractor.

For any accident determined to be the fault of their employees, Contractor will pay vehicle repair costs and/or the insurance deductible for any accident or incident while operated by their employees.

The Contractor will provide a monthly vehicle maintenance log for all services on each vehicle to both the City and County.

The Contractor will be responsible for daily cleaning of the inside and regular cleaning of the outside of vehicles as part of the maintenance program. All service records will be kept on all vehicles and will be made available to the at the end of each month. Contractor shall assist with all warranty claims and Safety Bulletin Certificates of Compliance.

The Contractor will ensure that daily pre-trip and post-trip vehicle inspections, are completed on a form approved by the City. The Contractor will promptly report any problems to the City/County and will not put any vehicle on the road unless it meets agreed safety standards.

Fuel cards shall be provided by City/County and used at Pacific Pride fueling station. Fuel cards will be used only for fuel used for the defined service (SAM or MHX, not a shared expense).

Safety

Contractor shall ensure the safety of riders by any and all means necessary, including, but not limited to: ability to communicate with vehicle at all times, driver training, retraining and monitoring; alcohol and drug training; mobility assistance training; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures and training; etc. Contractor shall ensure all vehicles are equipped with emergency equipment to be defined in consultation with the City/County. This shall include at a minimum: fire extinguisher, first aid kit, blood borne pathogen kit, fluids kit and flashlight. All fire extinguishers will be serviced by Contractor as recommended by manufacturer and applicable federal or state regulation. City/County will be responsible for the cost of the required equipment.

Vehicle Storage and Operating Facilities

The City will provide vehicle storage and operating facilities in Sandy. The City will provide computer hardware and software for 2 workstations and utilities, i.e., lights, heat, air-conditioning, water, sewer, internet, phones, copier. The City will maintain the operations facilities. Consumables, such as supplies and furnishings are not provided by the City/County.

Insurance

The Contractor will procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but are not limited to General Liability, Worker's Compensation Insurance, and Automobile Liability Insurance, and will include as an Additional Insured the City of Sandy, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.

The Contractor will include as an Additional Insured Clackamas County, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.

Other additionally insured Certificates will be required including but not limited to Oregon Department of Transportation and Tri County Metropolitan Transportation District.

Required insurance is detailed in Appendix D and includes, but is not limited to:

- Workers Compensation
- Commercial General Liability
- Automobile Liability

Accident and Incident Reporting

The Contractor will notify the City Transit Director immediately of any vehicle collision.

The Contractor will notify proper law enforcement officers and the City Transit Director of any vehicle accident, missing, vandalized or stolen vehicles or equipment incidents involving the vehicle and any operations that might result in a claim within twenty-four (24) hours of discovery. Incident reports will include date, time and employee narrative along with the name, address, and phone contact of all parties involved and must be completed within 24 hours. The Contractor will also work with law enforcement officers in any unlawful activity that occurs within the vehicle or as noted in other areas of operation.

Data Collection

The Contractor will collect information on numbers of riders including elderly and disabled ridership and other data as requested by the City of Sandy. Contractor will maintain and provide daily ridership data for all services including demand-response logs showing name of rider, origin and destination location and times, distance traveled as well as scheduling and dispatch logs showing number of riders per trip.

Performance (On-Time)

The Contractor will provide a minimum of 95% of Dial-A-Ride (Paratransit) trips "on-time". A trip will be considered "on-time" if it falls within a window of + or – fifteen (15) minutes deviation from the scheduled pick-up and drop-off times. Fixed route or commuter service will be considered "on-time" if within a window of + or – minus five (5) minutes. Contractor will monitor fixed route and commuter service for "on-time" performance and assure

buses do not leave posted stop points before the time posted on the published schedules.

Fare Collections

The Contractor shall work in coordination with the City/County to set fare policy, collect ticket sales and fares, provide a weekly accounting of revenue received, and arrange for bank deposit. Contractor will establish a secure procedure for receiving fares and report on this process to the City/County. City/County shall be solely responsible for establishing new fare rates. Contractor and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

Determining ADA eligibility

The City will determine ADA eligibility and will provide contractor with list of eligible riders.

Record Maintenance, access, and retention

The Contractor shall make and retain proper and complete books of record and account and maintain all fiscal records related to the service provided by the City of Sandy in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audit of municipal corporations. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Contractor shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Contractor as part of the Project, and any transportation services rendered by Recipient.

The Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

Other Operating Provisions

The City/County and Contractor will collect complaints, compliments and other comments about the service; respond promptly to all complaints (within 24 hours) and establish policies that complement and comply with the City's processes and procedures. The City/County and Contractor, in the spirit of cooperation, will share this information on a regular basis.

The City and Contractor will work in collaboration to greet and assist the public at the Sandy Operations Center. Contractor staff, such as the office personnel, will on occasion interact with the public. Those staff will present in a professional manner in accordance to City of Sandy policies in both professionalism and attire.

Planning, Administration, Grant Writing and Marketing

The City will conduct overall program administration, transit tax collections, grant application and preparation of grant compliance reports, planning, including route scheduling, design and marketing, developing travel guides and schedules for the public, and service quality monitoring on behalf of SAM services.

The County will conduct overall program administration, grant application and preparation of grant compliance reports, planning, including route scheduling, design and marketing, developing travel guides and schedules for the public, and service quality monitoring on behalf of MHX services.

The Contractor shall supply on request any necessary information to complete grant requests and reporting requirements for both City and County services.

Miscellaneous Provisions

Rider Confidentiality

Any and all information regarding any individual served by the City is strictly confidential. All contractor staff are expected to comply with the most current local, state and federal law regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County.

Contractor's Waiver of Competition

Claims Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place contractor in a position to be entitled to the benefits afforded to City employees or private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

Permits to Operate

At its sole cost and expense, contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

Funding

This procurement will be funded, in whole or in part, by grant funds provided by the Federal Transit Administration (FTA). This procurement and contract shall be governed by applicable federal laws and regulations relating to third-party contracts. Applicable federal regulations are outlined in Appendix C.

Contract Details

Term of Contract

The Contract period shall be for a two-year period beginning the effective day of contract through June 30, 2022 with up to three one-year extensions - by mutual agreement. Both parties shall give prior written notice to the other of intent to extend the contract for an additional one-year period no later than 180 days prior to the end of the contract. If notice is not given by said date by both parties, it will be presumed that one or other of the parties does not wish to extend the contract. In that event, the contract will terminate as of June 30th of that contract year. If both parties desire to extend the contract, negotiations regarding compensation for cost of service shall be completed prior to January 31st of the contract year.

Contract Disputes

In the event of a conflict in the language between the City's request for proposal, the Contractor's proposal or the final contract entered into between the parties, the Contract language will prevail over the language of the RFP.

4.3 SERVICE DESCRIPTION: (City of Sandy and Clackamas County Scope of Work provided respectively)

SANDY AREA METRO (City of Sandy)

Contractor will provide half-hourly fixed-route transit service between the City of Sandy and the Gresham Central Transit Center between 5:30 am and 10:00 pm weekdays, hourly service between 5:30 am and 10:30 pm Saturdays and 8 runs Sunday (8 hours). **(SAM-Gresham I & II; approximately 9370 hours annually)**

Contractor will provide approximately 5 hours of deviated fixed-route commuter service weekdays and Saturdays between Sandy and Estacada. **(SAM-Estacada; approximately 1570 hours annually)**

Contractor will provide approximately 5 hours of deviated fixed-route commuter service weekdays in Sandy city limits, between 12:00 pm and 3:00 pm and 5:25 pm and 7:25 pm. **(SAM Shopper; (approximately 1300 hours)**

Contractor will provide general public intra-city curb-to-curb service in the form of general public and ADA compliant demand-response service from 5:30 am-:00 pm weekdays and 10:15 am to 4:30 pm Saturdays. **(SAM rides; approximately 4325 hours annually)**

Contractor will provide additional ADA compliant service as required during any hours of SAM service (early Saturday and all day Sunday currently provided by dispatcher).

The following days are holidays that are run on the Sunday schedule: New Years Day, Memorial Day, Independence Day, Labor Day,

There will be no service on the following holidays: Thanksgiving and Christmas.

Contractor will provide special events service as requested. Usually this is extended hour service during Sandy Mountain Festival and other important local events.

Contractor will provide door-to-door service for qualifying trips for frail elderly and people with disabilities Monday-Friday 5:30 am-5:00 pm. This service will be coordinated with qualifying trips for Sandy Senior Center clients. The Contractor will use shared rides to maximize efficiencies. While rides will have at least one trip end in the Sandy area, the other end can be anywhere within the Portland metropolitan area. Other ADA eligible trips will be provided with feeder service, **SAM rides to SAM**, or curb-to-curb service and transferred to TriMet as needed at the Gresham Central Transit Center. This service required approximately 3000 revenue hours, split between Sandy Transit and Sandy Senior Center clients.

People using this service may use a wheelchair or other mobility device, may have a physical or developmental disability, and are permitted to travel with a personal care attendant and/or a service assistance animal.

Vehicles

The City of Sandy will provide contractor with 10-15 ADA accessible vehicles. The vehicles will include equipment to maintain communication with all vehicle operators at all times. (radio or cell phone push-to-talk). At least one vehicle will be used as a back-up for times when a vehicle is undergoing maintenance or for an emergency breakdown. See list of the current fleets (SAM and MHX) Appendix B.

MT HOOD EXPRESS (Clackamas County)

Definition of Service and Service Boundaries

The Mt Hood Express operates primarily on Highway 26 from the City of Sandy through the communities of the Hoodland area, including Welches and Rhododendron, with express service provided to Government Camp and Timberline Lodge.

The point deviated fixed route service ("Village Shuttle") provides service between Sandy and Rhododendron four times daily. The estimated number of daily revenue hours is 5 hours for an approximate annual total of 1,800 revenue hours per year. Riders requiring curbside pickup for the deviated fixed route service shall be scheduled through contractor's dispatching services, which must operate out of a locally provided dispatch center.

The commuter service ("Express") provides seven runs daily from Sandy to Government Camp and Timberline Lodge with limited stops. In addition, an eighth run is offered Dec. 1 to March 31 in the evenings. Finally, additional service is provided on weekends and holidays from December to February for an additional three runs per day. The average time for a run is generally 2.75 revenue hours with an approximate annual total of 7,800 revenue hours per year.

Service Hours

The Contractor shall operate the Villages Shuttle, based the current level of service, one bus four runs daily between Rhododendron and points in the City of Sandy seven days per week between the hours of 5:45am and

5:40pm. Holidays are as follows: New Year’s Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day.

Contractor shall operate the Express commuter bus service, based on the current level of service, shall be offered seven times daily between the hours of 5:45am and 8:55pm, with one additional run ending at 11:28pm from Dec. 1 to March 31, and three additional runs on weekends and holidays during the regular operating hours from December to February. Holidays for the Express shall be Thanksgiving Day and Christmas Day.

Additional service may be considered in the future and proposals should address contractor capacity to provide this service.

Bus Equipment, Fuel and Maintenance

County shall provide at least two ADA-compliant vehicles for the Villages shuttle and at least three ADA compliant buses for the Express Service and pay for all related fuel, maintenance and repair expenses. See list of the current fleets (SAM and MHX) in Appendix B.

Special Note: MHX vehicles operate with a mounted ski box during winter months and pull a bike trailer in summer months.

Bus Storage and Operating Facilities

County and City are currently in a cooperative agreement that allows the County to provide services out of the same operating facility and the County currently contracts directly with the City for those services. Operating facilities, including office space, are anticipated to continue to be shared under the agreement between the County and City. Rents are paid directly by the County.

Back-up Vehicle

The County will be responsible for providing a comparable back-up vehicle if the County-provided vehicles are out of service.

4.4 Schedule

RFP issued:	February 24, 2020
Optional Pre-proposal conference:	March 11, 2020
Additional question period deadline	March 18, 2020 1:00 pm

Proposals Due:	March 25, 202
Interviews:	March 31, 2020
Notice of Intent to Award:	April 6, 2020
Protest period ends:	April 13, 2020
Recommendation to Sandy City Council:	April 20, 2020
Service Contract begins:	May 25, 2020

Appendix A

Employee Wage Scale

ID	Title	Longevity (in years)	2020 Wage	Vacation (Weeks)	In lieu of insurance
1	Driver CDL/Mechanic	17	\$22.59	4	\$400
2	Driver – CDL (part-time)	8	\$23.72	NA	NA
3	Driver - CDL	7	\$21.41	3	\$400
4	Driver - CDL	7	\$22.59	3	\$400
5	Driver - CDL	6	\$21.41	3	\$400
6	Driver - CDL	5	\$20.28	2	\$400
7	Driver - CDL	5	\$20.28	2	\$400
8	Driver - CDL	3	\$20.28	2	\$400
9	Driver - CDL	3	\$19.20	2	\$400
10	Driver – CDL (part-time)	2	\$19.20	NA	NA
11	Driver - CDL	2	\$20.28	1	\$400
12	Driver - CDL	<1	\$19.20	1	\$400
13	Driver - ED	<1	\$17.86	1	\$400
14	Driver - CDL	<1	\$20.28	1	\$400
15	Driver – CDL (part-time/on call)	1	\$19.51	NA	NA
16	Driver - CDL	<1	\$18.17	1	\$400
17	Driver - CDL	<1	\$17.20	1	\$400
18	Driver - CDL	<1	\$ 17.20	1	\$400
19	Driver – CDL	<1	\$18.17	1	\$400
20	Driver – CDL	<1	\$18.17	1	\$400
21	Driver - CDL	<1	\$18.17	1	\$400

22	Interim Ops Manager/ Fleet Manager	7	\$26.83	3	\$400
23	Dispatch	14	\$22.59	4	\$400
24	Dispatch/Trainer	5	\$20.28	2	\$400

Appendix B

COST PROPOSAL CITY OF SANDY

Service Description	Approx. Service Hours per year	Total contract cost, per revenue hour: The hourly cost should reflect all fixed and variable costs involved in providing service.		Total Annual Cost per Service (cost/hour x revenue hours)	
		Year 1	Year 2	Year 1	Year 2
Fixed/Commuter Route SAM-Gresham	9370				
Deviated Commuter Route SAM-Estacada	1570				
Deviated Fixed Route SAM Shopper	1300				
Demand-Response SAM rides	4325				
Non-Emergency Medical (Elderly and Disabled)	3000				
Total Operation Contract Cost/Year	19565				

COST PROPOSAL CLACKAMAS COUNTY

Service Descriptions	Approx Service Hours	Total Contract Cost, per revenue hour: The hourly rate reflects all fixed and variable costs involved in providing service		Total Annual Cost per Service (cost/hour x revenue)	
		Year 1	Year 2	Year 1	Year 2
Express Service (including added winter service)	7800				
Villages Shuttle	1800				
Total Operation Contract Cost/Year	9600				

Appendix C

SAM VEHICLES				
Vehicle #	Year	Make	Model	Route
1	2017	HOMETOWN	TROLLEY	SHOPPER
15	2006	FORD	ESCAPE HYBRID SUV	FIELD SVC
20	2011	GILLIG	35' LF	SAM GRESHAM
21	2013	FREIGHTLINER	DEFENDER 2	SAM ESTACADA
23	2020	MV1	MOBILITY VENTURES	ED
25	2016	MV1	MOBILITY VENTURES	ED
26	2017	GILLIG	35' LF	SAM GRESHAM
27	2019	FORD E450	CHAMPION LF	<i>SAM rides</i>
28	2019	FORD E450	CHAMPION LF	<i>SAM rides</i>
29	2020	HOMETOWN	TROLLEY	SAM ESTACADA
30	2020	GILLIG	35' LF	SAM GRESHAM
31	2020	GILLIG	35' LF	SAM GRESHAM

MHX VEHICLES				
Vehicle #	Year	Make	Model	Route
929	2016	FORD	STARCRAFT	Village Shuttle
902	2009	FORD	SENATOR	Village Shuttle
919	2016	FREIGHTLINER	DEFENDER	Express
925	2015	FREIGHTLINER	DEFENDER	Express
926	2015	FREIGHTLINER	DEFENDER	Express
962	2020	FREIGHTLINER	DEFENDER	Express
963	2020	FREIGHTLINER	DEFENDER	Express
964	2020	FREIGHTLINER	DEFENDER	Express

Appendix D

CONTRACTOR INSURANCE REQUIREMENTS

GENERAL

Contractor shall obtain and provide, for Contractor's performance under this agreement i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the City of Sandy and/or Clackamas County. Contractor shall not commence work under this Agreement, and shall not authorize work to begin until the insurance is in full force. Thereafter, Contractor shall monitor continued compliance with the insurance requirements on an annual or more frequent basis.

Contractor may be self-insured as long as the amount of insurance are equal to the amounts listed below. Contractor shall comply with any requirements of the City of Sandy and/or Clackamas County with respect to these insurance requirements, including but not limited to the City of Sandy and/or Clackamas County issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the City of Sandy and/or Clackamas County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the City of Sandy and/or Clackamas County:

Bodily Injury, Death and Property Damage:

\$5,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include the City of Sandy and Clackamas County, and its respective officers, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for the Contractor, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Contractor's completion and the City of Sandy and/or Clackamas County's acceptance of all services required under this Agreement, and the subcontractors completion and Contractors acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Contractor and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Contractor or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor or subcontractor may request and the City of Sandy and/or Clackamas County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If the City of Sandy and/or Clackamas County approval is granted, the Contractor or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Contractor or its insurer must provide 30 days' written notice to the City of Sandy and/or Clackamas County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Contractor shall submit to the City of Sandy and/or Clackamas County a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Contractor is a local government as defined under ORS 190.003, Contractor may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

Appendix E

Federal Transit Administration Requirements

1. 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.

2. 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 North County Transit District (NCTD).

3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

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 NCTD, 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 NCTD or a sub-grantee of NCTD 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 NCTD, 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 (3) 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 NCTD, 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 of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: 1 18 CFR 18.36 (i)

4. 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 - 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 NCTD 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.

5. RECYCLED PRODUCTS

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 (1) 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 sub-contractor 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.

6. 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 Contracts: 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 sub-contractors.

(1) Overtime requirements - No contractor or sub-contractor 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) 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 sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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 (40) 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 - NCTD 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 sub-contractor 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

7. 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) NCTD and the 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 NCTD, 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 sub-contractor who will be subject to its provisions.

8. 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 Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors 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 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, 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 (2) 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 sub-contractor who will be subject to the provisions.

9. TERMINATION

49 CFR Part 18 FTA Circular 4220.1F
See Section 16 of the Purchase Order Terms & Conditions

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

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 OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, sub-contractor, supplier, Contractor, 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 OMB 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 NCTD 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 sub-contractors (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 sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors 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 certifies as follows:

The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to NCTD, 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When NCTD 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.

12. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 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.**

- (1) The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
- i.** 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135
 - ii.** 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996
 - iii.** 49 U.S.C. § 5325 (k).
 - iv.** Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
- (2) The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.
- (3) The following requirements apply to a contract awarded as a result of this solicitation:
- i.** Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.
 - ii.** Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
 - a.** Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42

U.S.C. § 2000e, and, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (4) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

13. ADA ACCESS REQUIREMENTS

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

Applicability to Contracts: The 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.

14. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, NCTD or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may NCTD or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by NCTD or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, NCTD and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for NCTD or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, NCTD and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by NCTD or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither NCTD nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by NCTD or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that NCTD or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), NCTD and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contract and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, NCTD and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), NCTD and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

(1) NCTD encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, NCTD must comply, and insure that its Contractor(s) comply with 49 CFR Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note).

(2) DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation and the FTA's Guidance* (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT

regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". As NCTD is required to have a DBE program, the third-party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

- i.** The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii.** A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.
- iii.** The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

(4) DBE Reporting and Certification

- i.** Monthly reporting requires the submittal of a "Monthly Sub-Contractor Payment Report", which is used by NCTD to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that NCTD have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii.** In order for the Contractor to submit a properly executed "Monthly Sub-Contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii.** Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

(5) DBE Contract Assurance (49 CFR 26.13)

- i.** NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii.** The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

(6) DBE Prompt Payment (49 CFR 26.29)

- i.** Not later than ten (10) days after receipt of each progress payment from NCTD, the successful Bidder shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Bidder for work performed by the sub-Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Bidder receipt of released retention from NCTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by NCTD, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.
- ii.** Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

(7) DBE Breach of Contract

- i.** Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by NCTD or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).

(8) Civil Rights Policy Statements

- i.** NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf>
- ii.** NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf>
- iii.** NCTD's EEO Policy Statement for its EEO program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf>

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

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 NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

SECTION 5 Attachments

Attachments A - F must be completed and submitted as part of the proposal.

Attachments G - informational only.

SECTION V

ATTACHMENTS

**Attachment A
City of Sandy SAM
COST PROPOSAL**

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for SAM Operations for the first year of service during said Contract.

- A. Fixed Route and Commuter Service \$ _____
- B. Paratransit – Special Need Services \$ _____

Cost per revenue hour \$ _____ based on 16575 annual revenue hours.
Total cost per year \$ _____.

**Clackamas County MHX
COST PROPOSAL**

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for MHX Operations for the first year of service during said Contract.

- C. Fixed Route and Commuter Service \$ _____

Cost per revenue hour \$ _____ based on 9600 annual revenue hours.
Total cost per year \$ _____.

Company Name

Signature of Authorized Official

Address

Name, Title of Authorized Official
(print or type)

City, State, Zip

Date

Phone

Attachment B

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____
(Typed or Printed)

Date: _____

**Attachment C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER
INELIGIBILITY & VOLUNTARY EXCLUSION**

The undersigned, duly authorized representative of _____,
hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____
hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Representative)

(Date)

Attachment(s) [If required]

Attachment D

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

_____, being first duly sworn, on their oath
(Type or Print Name and Title)
says that the proposal submitted is genuine and not a sham or a collusive proposal or
made in the interest of or on behalf of any person not herein named; and they further state
that the said proposer has not directly or indirectly induced or solicited any other proposer
for the above work or supplies to put in a sham proposal, or any other person or
corporation to refrain from proposing; and that said proposer has not in any manner sought
by collusion to secure to self advantage over any other proposer or proposers.

NON-COLLUSION AFFIDAVIT

SIGN HERE

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the

State of _____

My Commission Expires:

Attachment E

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (print or type)

Date _____

Attachment F

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

Attachment G

SAMPLE CONTRACT

This Contract between _____, Contractor, and the City of Sandy (hereafter referred to as City), dated this ____ day of _____, 2020.

WITNESSETH THAT:

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal dated February 24 ____, 2020 to provide such services, and Contractor submitted its Proposal dated _____, 2020 in response thereto and is made a part of this Contract. Following an evaluation by the City and its selection committee, Contractor was chosen to be the most efficient and reliable among the field of qualified competitors to be awarded the City’s Transit Contract; and

WHEREAS, the Parties entered into this Transit Contract Agreement for an initial contract term of TWO (2) YEARS beginning _____, 2020 and ending _____, 2022 with an additional three (3) one (1) year optional extensions

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor and is made a part hereto: Unless specifically noted, Contractor and City will follow all Terms and Conditions as outlined in the Contractor’s Proposal dated March 25, 2020.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor’s obligation to otherwise perform or observe such condition or any other term of the Contract.

INDEMNIFICATION: Contractor shall take all responsibility for the work, other than vehicle related as provided for by the City in Article 14 C., shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to City, to City officers and employees, or to parties designated by City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and

description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt City, its employees and officers from loss caused solely by the negligence of City or from its own fraud, willful injury or violation of law whether willful or negligent. By execution of this Contract, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

With the exception of deductibles or damages within that amount, the City shall take responsibility for vehicle related accidents or occurrences as provided for in Article 14 C., shall bear all losses and damages directly or indirectly resulting to Contractor, Contractor officers and employees in the event of vehicle accidents or occurrences.

Approval of the insurance contracts does not relieve Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein.

TERMINATION OF CONTRACT: City may terminate this Transit Contract at any time by giving Contractor 60 days written notice thereof. Notice of termination shall be given by certified mail. Upon termination, City shall pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by City to effect termination. In the event that Contractor at any time during the entire term of the Contract breaches the requirements or conditions of the Contract, and does not, within ten days of receipt of notice thereof from City, cure such breach or violation, City may immediately terminate the Contract and shall pay Contractor only its allowable expenses to date of termination. Contractor must give 120 days written notice to terminate.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS or changes to this Contract shall be submitted in writing and will become a part of this Contract when agreed upon by both parties and adopted by the Sandy City Council.

Any and all notices, writings, correspondence, etc as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY OF Sandy

CONTRACTOR

16610 Champion Way
Sandy, Oregon 97055
503.489.0925

IN WITNESS WHEREOF, City and Contractor have executed this Transit Contract dated April, 2020.

CITY:

CONTRACTOR:

Signature of Authorized Official

Signature of Authorized Official

Name, Title of Authorized Official
(print or type)

Name, Title of Authorized Official
(print or type)

Date

Date

EXHIBIT B

Transit Operation Services

The City of Sandy

Clackamas County Social Services



Submitted To: **Submitted By:**

City of Sandy
Andi Howell, Transit Director
16610 Champion Way
Sandy, Oregon 97055
p: 503.489.0925

MV Transportation, Inc.
2711 N Haskell Ave
Suite 1500, LB-2
Dallas, TX 75204
p: 972.391.4600
www.mvtransit.com

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.

Confidentiality Statement

As a privately held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the City/County and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.

For ease of the City/County's review, MV:

- Indicates those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- Includes confidential attachments in this proposal response; these are marked "confidential" in the margins of each document;*
- Considers its pricing information confidential and has therefore indicated so in the margin of each price page; and,*
- Has enclosed a single copy of its Audited Financial Statements separately, in a folder along with the original proposal.*



Required Forms

SECTION III

PROPOSAL RESPONSE

Submitted by: MV Transportation, Inc.

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204

Date: April 1, 2020 Phone number: 214.490.2891

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide **Transit Operations Service for the City of Sandy** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no official or employee of City of Sandy is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officials or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;

(b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.

(d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

Resident Bidder, as defined in ORS 279A.120.


[] Non-Resident Bidder, Resident State: N/A

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Tom Egan	Chief Executive Officer
<u>Mark Collins</u>	<u>President / Chief Operating Officer</u>
Name	Title
<u>Marie Graul</u>	<u>Chief Financial Officer</u>
Name	Title
<u>Emily Somerville</u>	<u>Corporate Secretary</u>
Name	Title

(If Sole Proprietor or Partnership) N/A

In witness hereto, the undersigned has set his (its) hand this 1st day of April , 2020.

MV Transportation, Inc.
Name of Firm 

Signature of Bidder Dorothea DePrisco, Assistant Corporate Secretary
MV Transportation, Inc.

Attachment B

DBE CERTIFICATION

MV Transportation, Inc.

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes X _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: 

Name & Title: Dorothea DePrisco, Assistant Corporate Secretary
(Typed or Printed)

Date: April 1, 2020

**Attachment C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER
INELIGIBILITY & VOLUNTARY EXCLUSION**

The undersigned, duly authorized representative of MV Transportation, Inc., hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature) Dorothea DePrisco

(Attorney's Signature) Emily Somerville

Assistant Corporate Secretary

April 1, 2020

(Typed or Printed Title of Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of N/A hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of Authorized Representative)

(Date)

Attachment(s) [If required]

Attachment D

NON-COLLUSION AFFIDAVIT

STATE OF California)
) ss
COUNTY OF Solano)

Dorothea DePrisco, Assistant Corporate Secretary, being first duly sworn, on their oath
(Type or Print Name and Title)
says that the proposal submitted is genuine and not a sham or a collusive proposal or
made in the interest of or on behalf of any person not herein named; and they further state
that the said proposer has not directly or indirectly induced or solicited any other proposer
for the above work or supplies to put in a sham proposal, or any other person or
corporation to refrain from proposing; and that said proposer has not in any manner sought
by collusion to secure to self advantage over any other proposer or proposers.

NON-COLLUSION AFFIDAVIT

MV Transportation, Inc.

SIGN HERE 

Subscribed and sworn to before me this 1st day of April, 2020.

Please see attached certificate.

Notary Public in and for the
State of _____
My Commission Expires:

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

State of California
County of Solano

Subscribed and sworn to (or affirmed) before me on this 1st
day of April, 2020, by Dorothea DePrisco

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature E. Sottero

Attachment E

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

The Contractor, MV Transportation, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dorothea DePrisco, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official (print or type)

Date April 1, 2020

Attachment F

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

Please see the attached MV Transportation, Inc. policy.

In accordance with the U.S. Department of Transportation and the
Federal Transit Administration Regulations
(49 CFR Parts 40, 655, and 382)
MV TRANSPORTATION, INC.

SUBSTANCE ABUSE POLICY

1.0 Policy

MV Transportation, Inc. and its Subsidiaries (MV Transportation) are dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

Prevention through education and training:

Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.

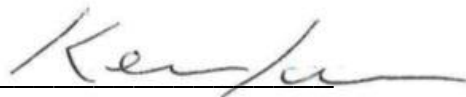
Detection, deterrence and enforcement:

Federal regulations require that effective January 1, 1995, all safety - sensitive employees will be subject to reasonable suspicion, post accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test.

As a "zero tolerance" employer, any positive drug or alcohol or refusal to tests will result in a termination of employment.

Treatment and opportunities for rehabilitation:

Alcohol and drug abuse are recognized as diseases that can be treated. MV Transportation promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved: 

Kevin Jones, CEO
MV Transportation, Inc. and its Subsidiaries

Date: April 1, 2018

Items for Discussion

Items for Discussion

MV respectfully requests discussion of the following recommendations at the appropriate time during the procurement process.

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Price Adjustment	N/A	Include provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the City/County, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City/County or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.	Contractor needs price protection for changes requested by the City/County, or for matters that were not contemplated at the time of Contractor's proposal.
Vehicle Acceptance Standards	N/A	Include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected. Include Contractor's vehicle acceptance agreement as an exhibit to the Agreement.	Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.
Force Majeure	N/A	Revise to include riots, strikes, protests, etc.	Contractor should be excused from performance under the contract for circumstances beyond Contractor's control, including when Contractor's performance is made impossible due to riots, protests, or acts of public unrest.
Changes in SOW	The City/County may require the addition and/or change of certain	Revise to require the agreement of both the City/County and Contractor for all revisions to the Agreement.	One party to a contract should not have the unilateral ability to change the terms of the contract.

Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
	terms and conditions of the Agreement.		
Employment	A candidate who has a felony conviction shall not be considered for employment subject to limited exceptions.	Revise to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.	Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on “any felony” violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the “EEOC”) has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC’s enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm
Indemnity	Broad indemnity, covering all claims and damages arising out of the performance of the contract.	Revise indemnity to exclude claims based on the active negligence and/or willful misconduct by the City/County (or its employees, agents, representatives, etc.).	For damages resulting from the joint negligence of Contractor and the City/County, damages should be apportioned on a percentage of fault basis.
Work made for hire/Intellectual Property	City/County owns all IP	Clarify language to make it clear that only information, data, and materials produced specifically for the City/County under the Agreement (as opposed to work product created for Contractor’s business generally) is subject of the ownership provisions. Also clarify that software and computer programs licensed by Contractor or otherwise provided by Contractor	Contractor will be licensing software for use in performance of the services. Contractor does not own such software, and the City/County will not acquire ownership of the software as a result of this agreement (Contractor has no ability to transfer ownership to the City/County).

Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
		for the performance of the services will not be owned by the City/County.	
Sovereign Immunity	The City/County retains its sovereign immunity.	Revise to make it clear that the City/County is not immune to claims for breaches of contract.	Contractor should be able to maintain an action against the City/County for breaches of the Agreement, or damages caused by the acts of the City/County (or its employees, agents, representatives, etc.).
Subject to Funding	Agreement remains in effect only as long as City/County appropriates funds.	A termination for funding issues should be treated in the same manner as a termination for convenience, in which case Contractor should be given 60 days' advance notice and payment of reasonable close-out costs	Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).
Termination	Termination for Convenience	Revise to provide for a minimum of 60 days' advance notice and payment of Contractor's reasonable close-out costs.	Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).
Appendix D, Contractor Insurance Requirements, Types and Amounts, Commercial General Liability	Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.	Insurance policy shall not include an endorsement excluding or limiting coverage for Sexual Abuse/Molestation.	MV recommends amending this language. MV's commercial general liability policy does not exclude sexual abuse or molestation. In order to meet the requirement as currently written, MV would need to purchase separate coverage which would reduce the amount of coverage afforded to the City/County and increase costs. If removing or amending this requirement is not acceptable to the City/County, MV reserves the right to re-price for its insurance costs.

Table of Contents

- 1. Transmittal Letter 5**
- 2. Experience 7**
 - a. Delivering Rural Transportation Services 18
 - b. Scheduling and Dispatching Transportation Services 19
 - c. Knowledge of Federal and State Requirements 19
- 3. Cost Proposal 25**
- 4. References 26**
- 5. Approach..... 28**
 - a. Experience and Approach to Scheduling and Dispatching Demand-Response Service 30
 - b. Description of Driver Hiring and Training Program, Supervision and Performance Monitoring; Ability to Hire and Retain Additional Drivers as Needed..... 34
 - c. Description of What Measures Will Be Taken to Serve Riders with Disabilities.. 39
 - d. Description of Knowledge of Federal and State Requirements 40
 - e. Methods Used to Ensure Service is Responsive to Needs of Customers 40
 - f. Methods Used for Handling Emergencies, Safety and Security 42
 - g. Methods Used to Monitor and Ensure Excellent Customer Service 45
 - h. Methods Used to Monitor and Ensure Service Quality and Safety 49
 - i. How Vehicle Breakdowns Are Handled When Vehicles Are in Service 54
 - j. Approach to A Vehicle Maintenance Program 54
 - j.i. Inspections and Scheduled Maintenance..... 54
 - j.ii. Overhauls and Repairs 59
 - j.iii. Road Calls..... 59
 - j.iv. Maintenance Safety 60
 - k. Approach to Records Management 60
 - l. Method of Handling Accidents Injuries, and Customer Complaints 61
 - m. Capability and Management Approach..... 64



n. Labor Relations Program..... 64

o. Financial Viability..... 65

p. Ability to Start Service in May 2020 65

q. Litigation or Settlements 70



1. Letter of Transmittal

1. Transmittal Letter

April 3, 2020

Andi Howell, Transit Director
City of Sandy
16610 Champion Way
Sandy, Oregon 97055

Dear Ms. Howell:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates, (MV) greatly appreciate the opportunity to submit its proposal in response to the City of Sandy's Request for Proposal Number SAM2020 for Sandy Area Metro (SAM) Operations.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. The company is confident that its proposed combined City and County operating approach offers the best value for the City.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

We will always place the safety and security of our passengers, our employees, and our communities above all else. We will work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We will strive to pursue new ideas that will bring value to our customers.

As demonstrated throughout this proposal, MV brings a solid history of transportation service delivery to the City/County as a qualified resident bidder for the State of Oregon. If awarded the contract, MV's operations of the Sandy Area Metro (SAM) and the Clackamas County Social Services, known as the Mt. Hood Express (MHX), will continue to be based in the City's operating location at 16610 Champion Way.

MV is committed to providing service under the terms of this RFP and throughout the contract term beginning May 25, 2020, to June 30, 2022, with up to three one-year extensions.

MV acknowledges the following addenda issued for this project:

- Addendum 1, March 16, 2020
- Addendum 2, March 18, 2020
- Addendum 3, March 23, 2020
- Addendum 4, March 23, 2020
- Addendum 5, March 23, 2020
- Addendum 6, March 23, 2020

- Addendum 7, March 24, 2020

Mr. Dennis Shipman, senior vice president, is your primary contact for this procurement, authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

You can reach Dennis at 214.490.2891 or dennis.shipman@mvtransit.com. Additionally, Mr. Scott Sosnowski, Chief Sales Officer, will serve as your secondary contact; you can contact Scott at 810.599.9189 or scott.sosnowski@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Sandy Area Metro services. We look forward to working with you throughout this procurement.

Sincerely,



Dorothea DePrisco
Assistant Corporate Secretary



2: Experience

2. Experience

Company History

MV Transportation was founded in San Francisco by Feysan and Alex Lodde in 1975. Our founders' mission was simple: to provide freedom of mobility to those individuals who did not have access to transit, due to their disability or age. Not only were paratransit services non-existent, but many apartment buildings did not have elevators – facts that illustrate the criticality of the Loddes' work. To serve her passengers, Feysan would carry passengers up and down flights of stairs.



Feysan and Alex Lodde
Founders and owners

This history still defines who we are as a company: passionate, forward-thinking, and staunchly committed to delivering critical services to our communities.

Today, MV operates in more than 170 locations within 25 states in the U.S., and two provinces in Canada. We work with public entities like cities, counties, and transit agencies, as well as school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people.

From fixed route to paratransit, on demand, shuttle, and black car, our team plays a significant role in mobility today. U.S. owned and privately held, MV offers the City/County a progressive partnership that has the experience to accomplish your goals – with inventive approaches and utmost flexibility.

Company Experience

MV operates more than 200 contracts across North America, providing passenger transportation services, including commuter service, fixed route, flex route, and demand response transportation. Within our operations, we offer turnkey services including but not limited to fleet and facility maintenance, transit management technologies, labor management, and service model design.

Our approach to our business is simple – we unite industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

- **Paratransit and Demand Service:** MV provides more demand response service than any other company; this work is the foundation of our business, and we have remained the market leader. Our experience ranges from small, local general-public



dial-a-rides to extremely complex, high volume, metropolitan ADA services. From Los Angeles to New York City, our paratransit footprint is unsurpassed.

- **Fixed Route, Commuter, and Shuttle:** Fixed route, commuter services, employee shuttles all comprise our fixed-route experience. MV is the provider of choice of large, high profile agencies and private customers alike. We work with our clients to deliver passenger facing technologies, best practices in transit management, and solutions in high volume passenger systems.
- **Flex Route and On Demand Shuttle:** Our team has delivered route deviations, zone-based flex routes, and on-demand shuttles for decades. From workforce transportation to rural deviated fixed route systems, our operations flex to solve the specific needs of the communities we serve.
- **Non-Emergency Medical Transportation:** We provide non-emergency Medicaid transportation services in several counties in the State of Florida, operating as the Community Transportation Coordinator in several counties. We also operate non-emergency medical transportation programs through other funding sources, including several services within the California regional center program.
- **Fleet Maintenance:** The company’s maintenance program is developed based on industry best practices and in conjunction with MV’s skilled maintenance professionals. The company’s fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events, including Las Vegas, Anchorage, Denver, and Orlando, and within challenging operating environments including, New York City’s Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex, MV has unparalleled maintenance capabilities.
- **Technology Management and Design:** A leader in transit technology, our team offers service optimization through technology-driven analytics. We offer expert guidance and best practices in call center systems, planning tools, reporting solutions, AVL/GPS technologies, and on-board devices. MV has made significant investments in reference architecture, housing vast amounts of operational data. Our data scientists mine it for improvements in safety and cost-effective maintenance.



Company Statistics

Number of Employees:	19,730
Number of Vehicles:	12,005
2018 Revenue (Audited):	\$1.3B
Number of Contracts:	234
Number of Locations:	170
U.S. States and Washington, D.C.	25
Canadian Provinces	2
Years’ Operating Passenger Transportation Services	44

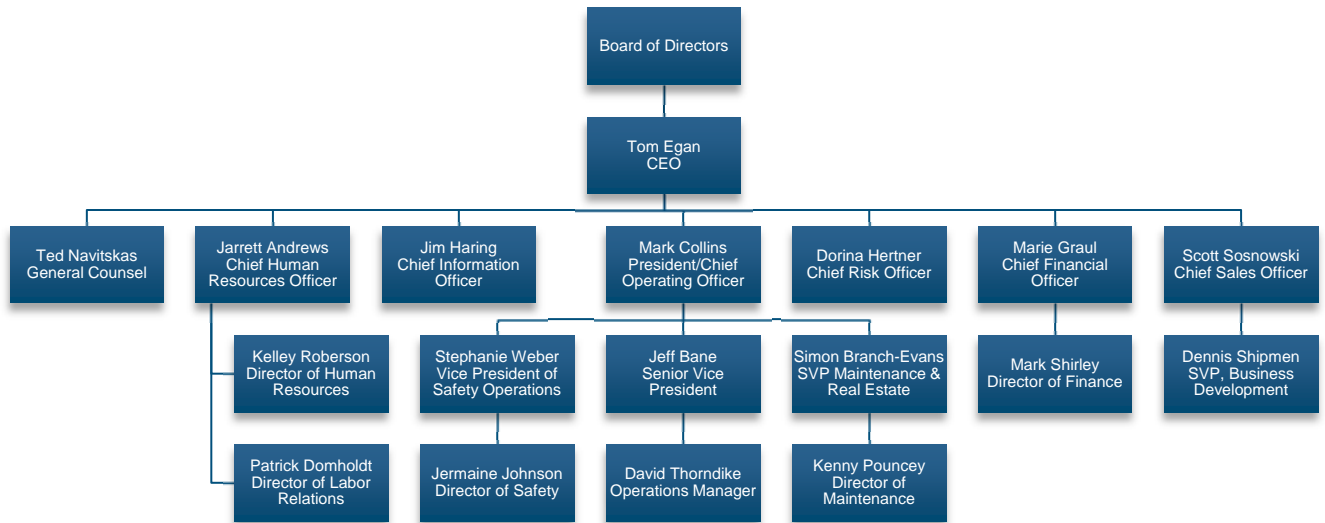
Corporate Organizational Chart

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV’s executive team is based, as well as all company human resources, public relations, legal, and IT departments. We also maintain support offices in Elk Horn, Iowa, and Northern California.

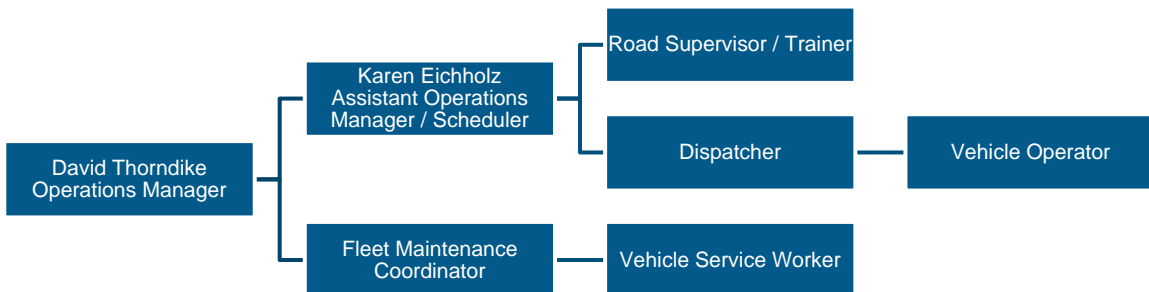
Today, MV operates in 25 states, and through its subsidiaries, internationally. Within North America, the company has established operational regions, each with assigned support teams that comprise directors of safety, maintenance, and finance, and human resources.

The City will have the ongoing support of industry experts who are empowered and authorized to make decisions on behalf of the organization. Leading MV’s regional team is Senior Vice President Jeff Bane; he reports directly to Chief Operating Officer Mark Collins.

The chart below illustrates the company’s reporting lines and executive structure project:



Local Organizational Chart



Key Personnel

David Thorndike, Operations Manager

MV is excited to bring Mr. David Thorndike to the Sandy management team. With more than 15 years of transit leadership, David can provide valuable insight and coaching.

As the current general manager of the Canby Area Transit (CAT) services in Canby, Oregon, David will split his time between SAM and CAT. About 25 percent of his time at SAM will result in leading, guidance, and bookkeeping activities.

Before becoming the general manager at CAT, he was a general manager in Tulare, California, for six years. Here he managed all fixed-route and paratransit services. David joined MV as a special project manager in 2013, serving as an interim general manager as needed in various locations.

David began his transit career in 2004 as a senior communications operation supervisor for Veolia Transportation in Las Vegas, Nevada. He managed all fixed-route operations, including 150 to 200 in service vehicles, ten transit supervisors, and three dispatchers.

He has continued his education in supervisor training, reasonable cause substance abuse testing, emergency management, and courses from the Center of Homeland Security in Transit Terrorist Tools and Tactics.

Karen Eichholz, Assistant Operations Manager / Scheduler

For the day-to-day supervision and operation of the City of Sandy and Clackamas County transit needs, MV proposes Ms. Karen Eichholz as the assistant operation manager. With more than a decade in transportation, specifically in training, safety, and operations, Karen is an excellent fit for this position.

Karen joined MV a year ago as a road supervisor for our work in Cary, Oregon. Here she directly supervised the safe performance of work and ensured all vehicle operators followed MV and City policies. She was able to pull from her previously learned skills in vehicle operator training and safety to provide classes in driving in adverse weather, safe driving practices and behaviors, and ADA compliance training.

Her transportation career is varied, bringing her experience in several areas. Notably, she was a skills tester for the Idaho Department of Transportation for ten years. Given her a wide variety of testing of safe behind the wheel behaviors for both CDL and school bus endorsements. He was also a bus and truck driver trainer for the Boise State University Truck Driving School.

Beyond her extensive operations experience, Karen has provided office bookkeeping and dispatching experience in several of her positions. Additionally, she has earned certificates as an administrative assistant and accounting from Columbia College in



Portland, Oregon, and as a legal secretary and accounting from Yuba College in Marysville, California.

Regional Support

Jeff Bane, Senior Vice President



Mr. Jeff Bane joined MV this year as senior vice president and brings with him a wealth of knowledge and experience from other industries. Jeff is a results-driven leader with proven expertise in information technology operations, program management, solution sales enablement, and lean six sigma. He has significant experience in account management, service and solution design, vendor and supply chain management, general management, talent acquisition, and retention. Jeff 's background includes full P&L responsibility for domestic, international, and global operations.

Before MV, Jeff was the senior vice president for Sutherland Global Services; here, he was responsible for full services P&L for his region and the transformation of the company to a technology services system. He heavily engaged in new business development, pipeline management, vendor and supplier sourcing, and core operations.

Mr. Bane holds a Doctor of Engineering and a Master of Science in Industrial Engineering, a Bachelor of Science in Mathematics, and is certified in Project Management.

Jermaine L. Johnson, Director of Safety



Mr. Jermaine Johnson oversees all safety and security programs and initiatives for operations for MV's Central West Coast region. He works with MV's operations and maintenance support to ensure MV is compliant with all regulatory requirements relating to health, safety, and security. Jermaine schedules and/or conducts safety audits and inspections and provides safety-related support for new start-up operations. He also works with MV's executive team to develop and enact company-wide safety policies.

Jermaine joined MV in 2017 as a floating safety manager for the Company's Northwest region. He has over 20 years safety management experience. He was with Royal Coach Tours in San Jose, CA for 12 years and served as the safety director. From there, Jermaine worked with the State of California Highway Patrol as a motor carrier specialist supervisor, where he worked for 8 years. He is an TSI-certified instructor.

Mark Shirley, Senior Director of Finance

Mr. Mark Shirley is responsible for financial reporting, billing, accounts payable, accounts receivable, and all other accounting functions for the operations within his region. Mark ensures that MV's local operations maintain their financial records according to best practices and MV's high standards of accuracy and transparency.

Prior to joining MV, Mark worked as a controller/senior finance manager for Airgas in Vancouver, Wash. Here, he worked alongside the vice president of finance to complete a wide array of tasks including but not limited to preparing the monthly reporting package, budget preparation and completion, financial statement analysis, variance and trend analysis, and capital expenditures. Mark worked independently to manage the compensation program for 45 outside sales associates, and trained branch managers on profit and loss statements.

Mark holds a Bachelor of Business Administration from Washington State University and is a certified public accountant.

Mark will serve as MV's transition lead in all areas of finance and accounting. He will be onsite frequently to meet with David Thorndike and other key personnel, auditing the location records and ensuring sound business practices. He will work with MV's transition team to establish on-site procedures and coordinate all centralized functions.

Job Descriptions

Vehicle Operator

<i>Department</i>	Operations
<i>Reports to</i>	Operations Manager; Dispatchers while on route
<i>Number Proposed</i>	18 FT and 3 PT
<i>Responsible for</i>	Safe, reliable and customer-focused transportation
<i>Accountable for</i>	Safety
<i>Consulted about</i>	Schedule adherence, vehicle performance, weather, and traffic
<i>Informed of</i>	Real-time challenges on the road

Vehicle operators are the critical interface to passengers and must appropriately represent City/County. MV operators have a safety-first attitude, a professional demeanor, and excellent customer service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Vehicle operators respectfully and professionally respond to customer inquiries, providing system information as needed. They are trained in the system routes and provide information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and



aid those who agree to assist in securing their mobility device. All operators are trained in ADA regulation, passenger empathy, and proper mobility device securement.

All MV operators are appropriately trained in onboard technology and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and other disturbances.

Operations Manager

<i>Department</i>	Operations
<i>Reports to</i>	Regional Vice President
<i>Number Proposed</i>	1 PT
<i>Responsible for</i>	Project and personnel management, service success, customer relations
<i>Accountable for</i>	Contract compliance and service performance
<i>Consulted about</i>	Recommendations for service changes, new contract scope items
<i>Informed of</i>	Changes to service, schedules, and policies

The operations manager is accountable for the overall success of the service. They serve as the daily operational liaison between MV and the City/County, and they work in partnership with the local team to realize the mission and vision of the service.

This person is responsible for the safe and high-quality operation of the transit system. They oversee all functional areas of the service, including safety and training, live day operations, fleet and facility maintenance, community relations, and accounting and finance. This position assures adherence to policy and contract compliance.

The operations manager meets with the City/County staff often to review service quality, performance metrics, and discuss trends. They collaborate with the City/County staff and MV’s leadership on new and innovative approaches to service delivery, always seeking to improve upon the existing services. As needed, the general manager works with team leaders to put action plans into place to enhance the quality of service.

Assistant Operations Manager

<i>Department</i>	Operations
<i>Reports to</i>	Operations Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Safety, On-time Performance, Fleet Cleaning, Proactive Communications, Employee Relations, Human Resources, and Customer Interface
<i>Accountable for</i>	Service performance
<i>Consulted about</i>	Recommendations for service changes, new contract scope items
<i>Informed of</i>	Changes to service, schedules, and policies



The assistant operations manager is responsible for the quality of daily service and serves as a liaison to passengers, clients, and community members. This position controls the daily operation of the service, in compliance with the City/County and MV policy and procedures, under the leadership of the general manager.

This position is key to effectively managing customer relations and ensures service meets the City/County passengers' expectations. To this end, the operations manager makes certain all employees understand their roles and responsibilities, can do their jobs, and are highly motivated.

The assistant operations manager oversees live day operations, including the management of reservations, dispatch, road supervision, and operators. They coordinate closely with the maintenance manager to ensure equipment availability and response to any fleet issues.

The assistant operations manager monitors and evaluates operational activities such as system on-time performance, customer complaints, road calls/service disruptions, and other operation-related functions.

Fleet Maintenance Coordinator

<i>Department</i>	Maintenance
<i>Reports to</i>	Operations Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Ensuring the safe and effective operation of the City/County vehicles to protect and maximize the useful life of the fleet
<i>Accountable for</i>	Maintaining vehicles, facility, and overseeing the process of maintenance record keeping
<i>Consulted about</i>	Compliance with all OEM, the City/County, and MV standards of safety, operation, and appearance
<i>Informed of</i>	Changes to daily pull out vehicle needs

The fleet maintenance coordinator's primary duty is to ensure the safe and effective operation of the City/County fleet in compliance with all OEM, the City/County, and MV standards. This position coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. They work closely with dispatch to maximize fleet availability, especially during service demand peaks.

This position monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted with outside vendors. They coordinate with equipment manufacturers regarding warranty issues and specialized training needs.

The fleet maintenance coordinator will be proficient in the MPWEB; they monitor work orders and parts inventory in this system, ensuring that we complete all scheduled work on time. They hold responsibility for all service workers.



Road Supervisor/Safety Trainer

<i>Department</i>	Operations
<i>Reports to</i>	Assistant Operations Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Operator evaluation, operator mentorship, on-road accident/incident response, site evaluations and coordination with staff at major trip generators, scheduling of all operator training, retraining, testing, maintaining employee training records, ensure license and certifications are current, and leads retraining as needed
<i>Accountable for</i>	Completion of on-road evaluation and incident response/reporting and fully training vehicle operator team and retaining updated licenses and certifications
<i>Consulted about</i>	Operator training, course of study, and content. Trends in operator performance and required coaching.
<i>Informed of</i>	Changes in road incidents response procedures and changes to training regulations, policies, and contract training requirements

The road supervisor/safety trainer monitors the safe and efficient operation of all vehicles in the field and ensures high-quality service and trainer is responsible for the training and monitoring of new vehicle operators. They perform operator evaluations to confirm that all operators are safely operating service and exhibiting outstanding customer care. As needed, they provide system information to passengers.

Dispatchers send the road supervisor to the scene of any breakdowns, incidents, accidents, or other disruptions to support the expedient resolution of the issue. They perform incident investigations, and they perform incident preventability determination.

Based on their observations in the field, the road supervisor makes recommendations for coaching or retraining based on individual events or system trends. They respectfully enforce the City/County policies and procedures for operators as well as passengers.

This individual trains operators in vehicle operation, customer service, safety, and all City, County, and MV policy and procedure. Safety trainers are responsible for monitoring and evaluating all trainees as they progress through the program.

The road supervisor/safety trainer serves as a mentor to new trainees, and they conduct follow-up ride checks throughout the new operator's probationary period.

Dispatcher

<i>Department</i>	Operations
<i>Reports to</i>	Assistant Operations Manager
<i>Number Proposed</i>	2 FT and 2 PT
<i>Responsible for</i>	Managing all operator duties, service reliability, on-time performance, response to on-road incidents.
<i>Accountable for</i>	Assessing fitness for duty, unplanned changes that affect performance, such as route detours and heavy traffic



<i>Consulted about</i>	Operator absences, changes to routes start and end times
<i>Informed of</i>	Vehicle exchanges, maintenance pull, and submission of defects noted on DVI form, service reliability, on-time performance, response to on-road incidents.

The dispatcher directs all on-road operations that occur from daily pullout to return-to-yard. They coordinate with vehicle operators while in service to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher manages operator check in and check out, including report times, vehicle assignments, distribution of bulletins, and on-time pullouts. They are fully trained in reasonable suspicion and is responsible for assessing operators in fitness for duty. As needed, the dispatcher coordinates extraboard operators if an operator does not report on time. They also work with the maintenance team to coordinate vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

Throughout the service day, the dispatcher manages routes, moving trips to mitigate service challenges, meet demand, and ensure schedule adherence. The dispatcher monitors routes for schedule adherence. They monitor service delivery via radio/real-time GPS, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and onboard emergencies.

Vehicle Service Worker

<i>Department</i>	Maintenance
<i>Reports to</i>	Fleet Maintenance Coordinator
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Fleet cleaning and fueling
<i>Accountable for</i>	Fleet appearance
<i>Consulted about</i>	The condition of the fleet
<i>Informed of</i>	Changes to cleaning schedule and activities

The vehicle service worker makes certain the City/County fleet is cleaned to the specifications outlined in the RFP. This position works primarily at night in assembly-line fashion, preparing the fleet for the next day.

The vehicle service worker completes minor graffiti removal maintains and seat upholstery repair. They perform preliminary vehicle inspections; checks various fluids, including the oil, water, and fuel levels, and inspect the hoses, belts, batteries, and similar equipment.

Wages and Benefits

MV is pleased to offer the following compensation package to its team.



Operator Wage Scale

Operator Seniority	Year 1	Year 2	Year 3	Year 4	Year 5
Training	\$17.20	\$17.54	\$17.89	\$18.25	\$18.62
1 year	\$18.17	\$18.53	\$18.90	\$19.28	\$19.67
2 years	\$19.21	\$19.59	\$19.99	\$20.39	\$20.79
3 years	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95
4 years	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95
5 years	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95
6 years	\$21.41	\$21.84	\$22.27	\$22.72	\$23.17
7 years	\$21.41	\$21.84	\$22.27	\$22.72	\$23.17
8 years	\$22.59	\$23.04	\$23.50	\$23.97	\$24.45
9 years	\$22.59	\$23.04	\$23.50	\$23.97	\$24.45
10 years	\$22.59	\$23.04	\$23.50	\$23.97	\$24.45

Non-Operator Wage Scale

Job Title	Hourly Wage	Job Title	Hourly Wage
Operations Manager	CONFIDENTIAL	Road Supervisor/Safety Trainer	\$20.28
Assistant Operations Manager	CONFIDENTIAL	Dispatcher	\$21.44
Fleet Maintenance Coordinator	\$16.50	Vehicle Service Worker	\$15.00

Benefits Package

All full-time employees (35+ scheduled hours per week) can participate in the following benefits programs. Employees shall qualify for the group medical, dental, and vision insurance coverage in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA).

- Vacation Pay:** MV will honor all existing drivers' level of vacation. Employees new to the system will receive 40 hours during the first year, 80 hours after three years and 120 hours after six years.
- Medical & Dental Insurance:** MV will offer medical and dental insurance to qualified employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage. Employees who do not choose to enroll in the medical benefits will receive \$400 in lieu of participating in the benefits program.
- Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or



eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items). Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.
- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through Securian Life Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.
- **Holiday Pay:** Six paid holidays are offered for full-time employees. Employees hired from the existing contractor will receive this benefit from day one.
- **401 (k):** All employees are eligible to participate in MV’s 401(k) retirement program, where MV may offer a percentage match on each employee’s first 6 percent of contribution per payroll. Should the employees choose to be bargained in the future, MV may offer a percentage match on each employee’s first 8 percent of contribution per payroll.

a. Delivering Rural Transportation Services

MV offers effective solutions in passenger transportation to cities, counties, transit agencies, and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV’s operations include the provision of ancillary services, including bus maintenance, trip reservations, and scheduling/call center, operator training, transit technology, and support, facility management and maintenance, among many other services common to transit contracts.

MV’s experience delivering rural transportation services across the United States is extensive. Within the State of Oregon, MV is the provider for Canby Area Transit (CAT) and Salem-Keizer Transit in Salem.

MV operates numerous other rural services throughout the U.S., including in Barstow, CA, Milton Freewater, WA, Alturas, CA, and Show Low, AZ. Those customers with operations, most like those of the City of Sandy, are listed as references.



b. Scheduling and Dispatching Transportation Services

In addition to its experience managing and operating reservations, scheduling, and dispatch in nearly all its paratransit contracts, MV provides reservations, dispatch, and scheduling call center services for some of the most complex systems in the nation. Working with customers to redesign call center functions, MV has delivered innovation and improvement to these paratransit services.

c. Knowledge of Federal and State Requirements

Compliance with Regulatory Agencies

MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

MV also complies with each state's individual needs explicitly relating to environmental regulations regarding air, water and noise pollution, and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.
- **The Federal Transit Authority (FTA)**, a DOT agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA)**, a DOT regulatory agency that is responsible for disseminating carrier safety standards and has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices, and field activities. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.



- **The Environmental Protection Agency (EPA)** develops and enforces federal regulation related to air, water and noise pollution, and hazardous materials regulation.

ADA Compliance

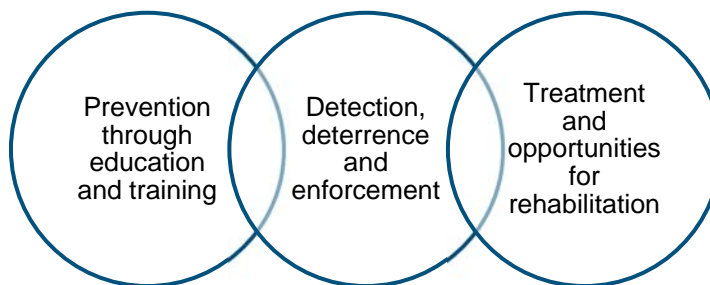
ADA compliance is a critical component of MV’s operator training program and ensures that the Company’s operations are ADA compliant. During training, operators receive an overview of various disabilities as defined by the ADA, as well as an understanding of the law’s requirements. Training also includes practical instruction on how to assist and secure passengers in mobility devices to ensure their safety and comfort.

ADA compliance also is upheld through MV’s safety and maintenance programs. As part of MV’s safety awareness efforts, employees must attend a monthly safety meeting, during which they receive refresher training in safety topics, which includes assisting passengers with disabilities and the safe securement of mobility devices. Mobility device lifts are cycled and inspected during each pre-trip inspection, and thoroughly inspected at each preventive maintenance inspection to ensure the safety of MV’s mobility-disabled passengers.

Further, compliance with the provisions of this relevant law by all MV employees is monitored and enforced by the Company’s legal and human resources teams.

Drug and Alcohol Testing Program

MV has a Zero Tolerance Drug and Alcohol Policy and Substance Abuse Program that complies with both FTA and DOT standards of compliance. This program integrates three critical components in the implementation of this program:



The Policy

Drug and Alcohol Policy comprises the following four activities:

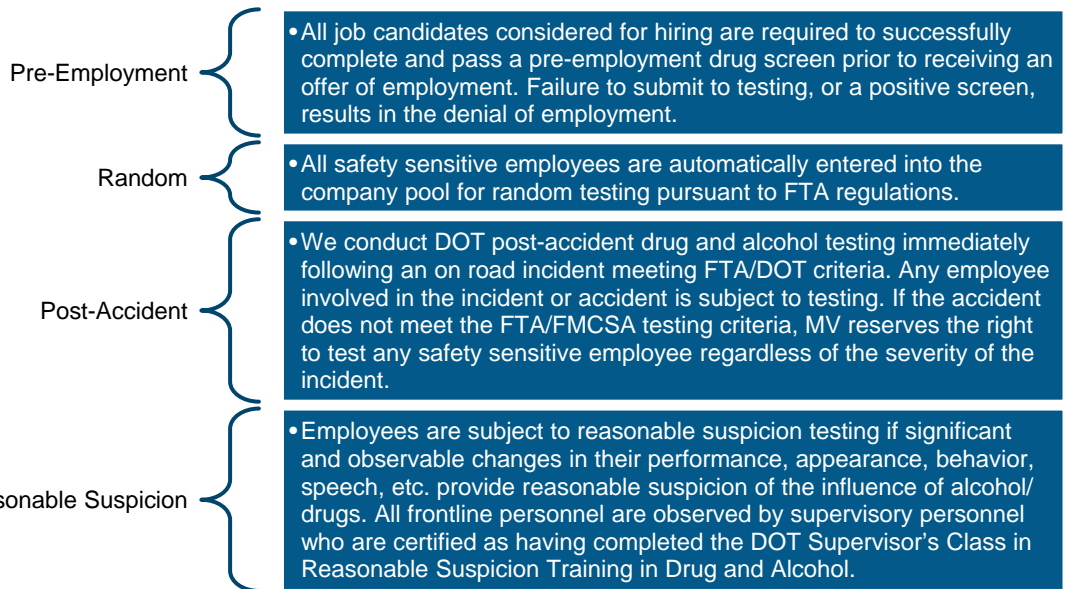


- Take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Foster and maintain a drug and alcohol – free environment for all employees and patrons;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

The Program

Every MV employee is subject to four drug and alcohol screening types, pursuant to their employment category (safety-sensitive versus not safety-sensitive). Please note that under MV’s Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Testing Types



Leadership

Our Zero Tolerance Drug and Alcohol Testing Program is managed by the Senior Director for H/R Drug and Alcohol Compliance, Cristina Pereira. She works closely with MV’s local operations and representatives of the FTA and DOT to confirm that our policy and program is up to date and compliant with all



regulatory requirements. Cristina and her team process all test results and communicate the outcomes to our local management team.

Partnerships

We work with Alere™ Toxicology for all laboratory services and Dr. Stephen Kracht, M.D., D.O., who serves as the Medical Review Officer conducting MRO services for our company. All random screens are managed using the MYeScreen technology, which provides a computer-generated selection process program that randomly selects employees for testing without bias or discrimination. Assignments are available on the first of each month to begin performing testing immediately.

Locally we use local occupational health clinics to perform the urine and breath alcohol collections for testing. For substance abuse professional services, we partner with American Substance Abuse Professionals (ASAP) for referrals.

Training

Once hired, all MV employees receive FTA-compliant training that outlines MV's Zero Tolerance program. Drug and alcohol testing procedures are addressed as part of initial employee training and annual refresher training. As required by the FTA, initial training includes at minimum 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

All supervisors and personnel authorized to make reasonable suspicion determinations receive additional training on the indicators of drug and alcohol use. This includes training in the following areas

- REACT Reasonable Suspicion Decision Training Manual
- MV's 10 Steps to Successful Reasonable Suspicion Testing Checklist
- MV's Reasonable Suspicion Determination Form
- MV's Reasonable Suspicion Testing Interview Procedures Quick Tutorial

Program Updates

We recognize the importance of remaining compliant and up to date with all regulatory program changes. Effective January 1, 2018, MV has updated its drug and alcohol program to align with the US DOT revisions to 49 CFR Part 40, Procedures for Transportation Workplace Drug & Alcohol Testing to reflect the following changes:

- Opiates are reclassified as opioids and now include hydrocodone, hydromorphone, oxycodone, and oxymorphone in addition to codeine, morphine, and 6-acetylmorphine (heroin) and their brand names.
- Testing analytes have been revised.
- A positive screen for amphetamines/methamphetamines or THC (marijuana metabolite); the MRO will have the authority to conduct further testing.
- The MRO must now provide employees with up to five days after reporting the verified negative result to have the prescribing physician contact the MRO to determine if the medications can be changed to one that does not make the employee medically unqualified or that does not pose a significant safety risk before reporting the “safety concern” to MV.

Audits

MV has completed each FTA audit to which we have been subjected successfully.

Data Reporting

MV supplies NTD data to its clients and assists in the compilation of these reports. While the Federal Transit Administration (FTA) prohibits private contractors from directly reporting data to the NTD Database on behalf of FTA-funded transit agencies, MV’s local operations teams assist in the collection and summarization of all required data.

MV follows the trip sampling methodology and forms, according to the guidelines of the NTD Reporting Manual, including FTA Circular 2710-1A. Compliance with FTA uniform accounting standards and NTD reporting systems is a key element of MV’s U.S. federally funded operations.

MV will fully cooperate with the City/County in the collection and reporting of all FTA ridership, operating, safety, and financial information. The information collected and summarized for the City/County’s NTD reports will be maintained as required.

The operations manager will be responsible for meeting the sampling, collection, verification, and reporting requirements for the City/County’s NTD reporting. This individual will be supported by the MV corporate staff described above and will avail themselves to the City/County’s guidance, as well as FTA seminars on NTD reporting and other support available from the FTA website.

The operations manager will conduct sample trip data collection, with support from the operations managers and service supervisors. This information is

compiled for the following NTD modules: basic, financial, and service. MV's vehicle operators will only occasionally be required to conduct sample data collection and then only on the routes with the lowest ridership.

Dispatchers will distribute and collect any required vehicle operator surveys; vehicle operators will complete and submit any required operator surveys. The maintenance manager will supply data for the Asset Module (fleet and facility data). Finally, the operations manager will collect the required operational and ridership data.



Key Personnel Resumes

David Thorndike

General Manager

Mr. Thorndike is MV's proposed operations manager for the City of Sandy Transit Operations Services.

Experience

General Manager, MV Transportation (Canby, OR)

2019 to Present

- Manages team of professionals to deliver two fixed routes and ten dial-a-ride routes daily
- Oversee payroll, client billing, and reports
- Deliver vehicle operator training to new employees and refresher training throughout the year to current staff
- Oversee dispatch daily and point of contact for all safety policy infractions and investigations.

General Manager, MV Transportation (Tulare, CA)

2013 to 2019

- Managed all fixed route and paratransit service for the city of Tulare
- Handled all disciplines and supervised dispatch and road supervisor
- Reviewed all accident and incident reports and investigations
- Handled employee payroll and client billing.
- Supervised maintenance manager and his team.
- Managed all office staff and operations for this division.

Special Project Manager, MV Transportation (Various Locations)

- Assisted division that were having service issues I also served as interim General manager when needed
- To cover new divisions or when a GM was out on Vacation.

Senior Communications Operation Supervisor, Veolia Transportation (Las Vegas, NV)

2004 to 2013

- Work as senior communication supervisor managing all fixed route operations and supervisors
- Oversee all fixed route operation with approximately 150 to 200 coaches on the road, 10 transit supervisors, three dispatchers and one radio operator
- Handle all disciplines for night shift team and oversee all accident and incident investigation
- Manage on time performance coach deployment swaps and fills for down coaches
- Perform duties as transportation operation supervisor, managing the Las Vegas strip operations
- Manage all night shift pullouts and shift supervisors
- Oversee detours coach operators
- Work closely with the Regional Transportation Commission in training new transit supervisors
- Perform duties as coach operator

Manager, MRE (Las Vegas, NV)

2003 to 2004

- Supervised 45 card services employees in a call center

David Thorndike

General Manager

Manager, Club Cal Neva (Reno, NV)

2000 to 2003

- Supervised all back of house staff and line cooks
- Implemented training course for new employees

Education and Training

- Supervisor training, training in employee counseling and disciplinary procedures and training in employee evaluations
- U.S. Department of Transportation Courses:
 - Reasonable Cause Substance Abuse Testing
 - Threat Management and Emergency Response
 - Fundamentals of Bus Collision Investigation
 - Advanced Problems in Bus Collision Investigation
- Emergency Management institute course IS-00100
- Emergency Management institute course IS-00200
- Emergency Management institute course IS-00400
- Center of Homeland Security course in Transit Terrorist Tools & Tactics

Karen Eichholz

Assistant Operations Manager

Ms. Eichholz is MV's proposed assistant operations manager for the City of Sandy Transit Operations Services.

Experience

Road Supervisor, MV Transportation, Inc. (Cary, OR)

2019 to Present

- Directly supervised vehicle operators to ensure policy compliance
- Communicated policies, assignments and other job-related duties to vehicle operators
- Reviewed vehicle reports and evaluated lock-out-tag-out for deficiencies
- Assigned drivers and vehicles to routes
- Conducted classes on driving in adverse weather, defensive driving, substance abuse, sexual harassment, child abuse, and student management
- Instruct operators on the proper and safe use of wheelchair lifts including manual operations, applying safety restraints on wheelchairs, as well as placement of wheelchairs on the bus

School Bus Driver, STA Transportation of America (Cary, OR)

2018 to Present

- Adhered to establish schedule and route
- Assisted students and focused on their safety
- Transported Special Needs Students; securing wheelchairs, escorting & ensuring safety.
- Performed vehicle inspections
- Ensured proper maintenance of vehicle account records

Office Manager, Installer, Burton By Design, Inc. (City, State)

2003 to Present

- Performs office duties from answering phones, scheduling appointments, to AR and AP on QuickBooks
- Quote and bill for three companies
- Scheduling flights

Tax Professional, H & R Block (City, State)

2007 to 2008

- Preparation of personal and business taxes

Skills Tester, Idaho Department of Transportation (Boise, ID)

1997 to 2007

- Skills tested individuals for safe behavior for CDL and school bus endorsements

Child Care Professional, Self-Employed (Caldwell, ID)

2003 to 2006

- Provided childcare in the home for infants to 12 years.

Karen Eichholz

Assistant Operations Manager

Bus Driver, Trainer, Office Assistant, Caldwell Transportation (Caldwell, ID)

1997 to 2003

- Trained new vehicle operators to safely operate a school bus
- Prepared drivers for hazardous weather conditions
- Handled billing for the school district, employee records, and personnel records

Truck Driver, Bus Driver Trainer, Boise State University (Boise, ID)

1998 to 2001

- Responsible for keeping the truck clean inside and out and reporting maintenance problems
- Follows all safety regulations and always safely drive the truck

Truck Driver, Bookkeeper, Triple K Trucking, Inc. (Caldwell, ID)

1996 to 1999

- Office manager that performed all office duties for a trucking firm
- Dispatched
- Helped load and unload trailers are needed
- Maintained files, records, and routines needed to ensure the efficient operations
- Responsible for keeping the truck clean inside and out and reporting maintenance problems
- Follows all safety regulations and always safely drive the truck

Bookkeeper, Barrett Temp Services (Portland, OR)

1993 to 1995

- Bank reconciliation, accounts receivable/payables, wire transfers
- full accounting duties computerized and accounting books, depositing, closed out books for the end of month
- prepared all information for the accountant,
- set-up new account customers,

Education and Training

Columbia College of Business (Portland, OR)

- Administrative Assistant/Accounting Certificate

Yuba College (Marysville, CA)

- Legal Secretary /Accounting Certificate

State of Idaho Department of Transportation

- State Skill Tester for CDL, A, B, C, and D licenses

State of Idaho Department of Education

- State Instructor for School Bus Trainers

3. Cost Proposal

3. Cost Proposal

Please find MV's completed Attachment A – Cost Proposal and Appendix B – Cost Proposal following this section.



SECTION V

ATTACHMENTS

**Attachment A
City of Sandy SAM
COST PROPOSAL**

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for SAM Operations for the first year of service during said Contract.

- A. Fixed Route and Commuter Service \$ 781,366.05
- B. Paratransit – Special Need Services \$ 467,606.73

Cost per revenue hour \$ 63.84 based on ~~16575~~ annual revenue hours.
Total cost per year \$ 1,245,093.18.

Note: Pursuant to Addendum 1, cost per revenue hour is based on 19565 annual revenue hours.

**Clackamas County MHX
COST PROPOSAL**

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for MHX Operations for the first year of service during said Contract.

- C. Fixed Route and Commuter Service \$ 612,836.12

Cost per revenue hour \$ 63.84 based on 9600 annual revenue hours.
Total cost per year \$ 612,836.12.

MV Transportation, Inc.

Company Name

2711 N. Haskell Ave., Suite 1500

Address

Dallas TX 75204

City, State, Zip

214.490.2891

Phone



Signature of Authorized Official

Dorothea DePrisco, Asst. Corporate Secretary

Name, Title of Authorized Official
(print or type)

April 1, 2020

Date

Appendix B

COST PROPOSAL CITY OF SANDY

Service Description	Approx. Service Hours per year	Total contract cost, per revenue hour: The hourly cost should reflect all fixed and variable costs involved in providing service.		Total Annual Cost per Service (cost/hour x revenue hours)	
		Year 1	Year 2	Year 1	Year 2
Fixed/Commuter Route SAM-Gresham	9370	\$63.84	\$60.47	\$598,153.59	\$566,558.46
Deviated Commuter Route SAM-Estacada	1570	\$63.84	\$60.47	\$100,224.24	\$94,930.29
Deviated Fixed Route SAM Shopper	1300	\$63.84	\$60.47	\$82,988.22	\$78,604.70
Demand-Response SAM rides	4325	\$63.84	\$60.47	\$276,095.44	\$261,511.78
Non-Emergency Medical (Elderly and Disabled)	3000	\$63.84	\$60.47	\$191,511.29	\$181,395.45
Total Operation Contract Cost/Year	19565	\$63.84	\$60.47	\$1,248,972.78	\$1,183,000.67

COST PROPOSAL CLACKAMAS COUNTY

Service Descriptions	Approx Service Hours	Total Contract Cost, per revenue hour: The hourly rate reflects all fixed and variable costs involved in providing service		Total Annual Cost per Service (cost/hour x revenue)	
		Year 1	Year 2	Year 1	Year 2
Express Service (including added winter service)	7800	\$63.84	\$60.47	\$497,929.35	\$471,628.18
Villages Shuttle	1800	\$63.84	\$60.47	\$114,906.77	\$108,837.27
Total Operation Contract Cost/Year	9600	\$63.84	\$60.47	\$612,836.12	\$580,465.45

MV Transportation, Inc.

Supplemental Price Page

MV is offering the following estimated pricing for the options presented in its proposal. Upon award, MV will validate technology requirements and projected usage prior to presenting the City/County with firm fixed pricing for these options.

Technology	One Time Cost	Monthly Recurring Costs
Zonar	\$ 8,906.25	\$ 1,207.50
Trapeze	\$ 57,423.31	\$ 3,985.13
Ripple	\$ 7,843.39	\$ 615.27
DriverMate	\$ 5,643.05	\$ 295.10
Total	\$ 79,816.00	\$ 85,919.00

4. References

4. References

Canby Area Transit, City of Canby (Canby, OR)



MV began operating Canby Area Transit (CAT) system in 2011. This system comprises fixed route, general public dial-a-ride, paratransit services, and weekday shopper shuttle services.

MV delivers service with a mixed fleet of 15 gas and diesel vehicles. MV provides management, staff, and operations. The City provides vehicle maintenance.

MV is in its second term with the City of Canby.

Please contact Ms. Julie Wehling, transit director, at 503.266.4022 ext. 251 and wehlingj@ci.canby.or.us as a reference for this contract.

Cherriots LIFT, Regional, and Shop and Ride Services, Salem-Keizer Transit (Salem, OR)

MV operates paratransit, demand-responsive and fixed-route services for Salem-Keizer Transit:



- LIFT ADA paratransit service is a curb-to-curb, shared-ride transportation service available to eligible persons with disabilities who are unable to use the fixed-route service. Service operates within the greater Salem-Keizer area and complements the Cherriots fixed-route service. MV operates a fleet of 39 gas and diesel vehicles, which is maintained by the client. MV began operating this service in 2010.
- Regional service connects rural Marion and Polk Counties to Salem and other communities in the greater Salem-Keizer area. Service operates on five fixed routes, and two deviated fixed routes. MV operates a fleet of 15 gas, diesel, and hybrid vehicles, which is maintained by the client. MV began operating this service in 2011.
- Shop and Ride is a shopper shuttle and demand-responsive service available to seniors and persons with disabilities. MV delivers service with three cutaway vehicles. MV began operating this service in 2012.

Please contact Mr. Allan Pollock, general manager and CEO at 530.910.3288 and pollocka@cherriots.org as a reference for this contract.



AnchorRIDES, Municipality of Anchorage (Anchorage, AK)

Since 2007, MV has provided demand-responsive transportation services for the Municipality of Anchorage, Alaska. MV provides operations, reservations, dispatch, and maintenance for this 50-vehicle mixed fleet of vans and cutaways.

AnchorRIDES comprises complementary ADA paratransit, Senior Transportation, Medicaid trips, and other coordinated transportation services within the Municipality for eligible users. Under the umbrella of AnchorRIDES, MV has also provided the Eagle River Connect service since 2010. This weekday service combines fixed-route service with dial-a-ride service for the general public and operates within the Eagle River area and between Eagle River and East Anchorage.



MV uses the Trapeze PASS system, mobile data terminals, and a proprietary real-time monitoring tool to manage on-road service delivery. MV also provides Agency Monitors, which were designed specifically for this service. These monitors are posted at common trip origins, destinations, and allows passengers and agency staff to monitor vehicle arrival time without waiting outside in severe weather conditions.

MV also launched the Ticketless/Pass sales program in 2009 to create convenient, prepaid fare options for passengers.

MV was successful in retaining this contract for a second term in 2012.

Please contact Mr. Kurt Hermes at 907.343.8402 and hermeskb@ci.anchorage.ak.us as a reference for this contract.



5. Approach

5. Approach

The City of Sandy and the Clackamas County Social Services currently manage the Sandy Area Metro and the Mt. Hood Express. Serving the area with fixed-route service in Sandy and commuter service between Sandy and Estacada, general public demand-response service, and non-emergency medical rides not within city limits and the Mt. Hood Express commuter routes and point deviated fixed routes, the City and the County are looking for a contractor that can provide turnkey transit management of their system.



Why MV

As detailed throughout this proposal, MV has the experience to provide a turnkey experience to the City and County. While MV is a national company, our roots guide the way we run our operations, as partnerships with our clients that shape the service locally with support regionally and nationally.

As the City takes its first steps to define the Transit Master Plan, MV can offer continuity of service during the changes that will come with growth. Part of that continuity includes:

MV’s proposal offers an operating plan that reinforces the importance of safety, transparency, and professionalism for these services. MV’s proposal consists of the following benefits to bring continued support to this plan:

- Comprehensive Operator Training:** All new operators are provided with 108.33 hours of MV’s training; existing operators retained in their current positions are provided refresher training as needed.
- Customer Service Training Program:** All operators and staff receive transit-specific customer service training. MV’s new, proprietary Platinum Connection Customer Service training program focuses on the importance of positive passenger and coworker relations and enforces professional passenger interactions.
- Drug and Alcohol Testing:** A national FTA and DOT compliant, “Zero Tolerance” drug and alcohol program that requires pre-employment, random, post-accident, and reasonable suspicion testing.
- DriveCam Video Surveillance System:** This on-vehicle camera system allows MV to monitor operator performance for better service delivery and safety. MV works with DriveCam’s managed



services team, which helps the local management to remain focused on successful service delivery. Should City/County in conjunction with your camera providers be able to provide data to our analytics platform, MV would be able to remove the cost associated with purchasing new DriveCam cameras.

- **Mobileye:** MV is pleased to introduce the Mobileye Collision Avoidance System. Mobileye alerts operators to imminent collisions, including other vehicles, pedestrians, and other obstacles. This system enhances the capabilities of the DriveCam system already in use for these services.



MV would also like to offer the following technologies. For clarity we have provided pricing for these technologies as optional.

- **Zonar:** By folding in Zonar technology, MV will streamline the daily vehicle inspection and the maintenance work order process. Zonar generates paperless, searchable manifests organized and saved by individual vehicles. This brings the City precise data about their fleet and up-to-the-minute and accurate data, resulting in a quicker resolution. MV has extensive experience with this software and uses it in several high-profile systems, including North County Transit District in Oceanside, California, Northwest Independent School District in Dallas, Texas, and the Municipality of Anchorage in Anchorage, Alaska.



- **Trapeze PASS:** A powerful scheduling and dispatching tool and standard for paratransit services across the country, Trapeze PASS provides efficient, secure system to handle the City's needs. The system can be tuned to the precise needs of the operating environment, saving miles, time, and money.



- **TripSpark Ripple:** This interactive voice response (IVR) technology provides inbound and outbound voice and SMS communications for passengers and caregivers. This easy to install and use software can reduce manual notifications by a dispatcher and boasts fewer no shows and operator wait times when used.

- **Trapeze DriverMate:** This in-vehicle technology is a tablet-based MDT application for vehicle communications. The unit provides integrated navigational mapping, automated vehicle location (AVL), and mobile data communication, keeping the entire team connected and on route.

The City/County and MV should assess the cost and benefit associated with each technology listed above. We also need to consider the investment City/County have already made in certain technologies, the remaining useful life, and the ability to meet your operational goals such as tracking on-time performance. MV's Professional Services team could perform a software fit analysis to ensure City/County is selecting solutions that best meet the requirements upon request.



Experienced Leadership the City Can Trust

MV's management teams fully represent MV's mission statement. When Alex and Feysan Lodde founded MV more than 40 years ago, they envisioned a company that provided the freedom of mobility regardless of age or ability. Today, MV's proposed Operations Manager, Mr. David Thorndike, and his Sandy-based team will work each day to deliver service to the City in a manner true to MV's mission statement.

- **Operations Manager David Thorndike** will provide general oversight of the operation and run most of the required reports the City requires. He has more than 15 years of transit leadership experience and will provide excellent guidance and apprenticeship to the proposed assistant general manager.
- Onsite oversight guided by safety, proposed **Assistant General Manager Karen Eichholz** will lead the team from the City's Sandy location. Her experience as a road supervisor and vehicle operator gives her a unique perspective on the daily challenges of the operations team.

Moving Forward with MV

MV offers safe, reliable, cost-effective, and sustainable transportation. The company's proposal provides an overview of the company, its history, in-depth experience in passenger transportation, support services, professional training, and safety programs, stringent hiring practices, a preventive maintenance program, as well as employee incentive programs.

a. Experience and Approach to Scheduling and Dispatching Demand-Response Service

Telephones will be staffed by dispatchers available for reservations and information calls from 8 a.m. to 5 p.m. every weekday. MV will continue the use of the voice mail system to record any reservations requests outside of these business hours and on specified holidays.

Dispatchers answer calls in the order they are received and with the same standard greeting: "Sandy Area Metro, how may I help you?" All dispatchers must attend MV's proprietary four-hour customer service training program.



Trip Reservations

If the customer is interested in making a trip reservation, the dispatcher asks them for their name and confirms their eligibility to use the service in Easy Rides. If the trip request can be accommodated, trip details, including pick up times, are confirmed with the passenger and documented. The dispatcher also inquires about any special assistance needed, such as carrying bags. This information is included in the comment section of the manifest so the operator may aid within the program policies.

If the trip cannot be scheduled at the exact time requested, the dispatcher attempts to negotiate a trip within one hour of the originally requested time.

Rarely, if the trip cannot be successfully negotiated, the dispatcher documents the trip as a denial pursuant to ADA regulations and offers the passenger the opportunity to be placed on a standby list. At the end of each call, the customer is thanked for their business.

Subscription Trips: Subscription trips are provided pursuant to ADA regulation and SAM service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm MV does not exceed service requirements. MV can provide SAM with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

Trip Changes and Cancellations: If the customer is requesting a same-day trip change or cancellation, the dispatcher looks up the trip information in Easy Rides and initiates the change. Once the change is complete and confirmed, the dispatch notifies the operator of any changes to the manifest, including trip cancellations.

Where's My Ride: At times, passengers may call with a "where's my ride" request. When the dispatcher receives these calls, they radio the operator and request a route update regarding the location and expected time of arrival to the pickup point.

Operator Check-In

Each morning, the opening dispatcher ensures that all routes are assigned. As each operator arrives, the dispatcher confirms that they are in proper uniform, fit for duty, have all appropriate identification (operator's licenses and medical card), and then documents their arrival time on the service log. Each operator receives their bus assignment, manifest (for paratransit), and any instructions regarding detours or other pertinent service information. They must then check for any memos, policy updates, or service changes before going to their vehicle. All



employees synchronize their watches with the clock in dispatch prior to starting service.

Each operator is given a report-to-work time that provides ample time for check-in and vehicle inspection/preparation.

Dispatching and On-Road Procedures

Dispatchers continually track vehicle status throughout the service day. On the fixed-route services, once the operator arrives at their first stop and all passengers have boarded, the operator proceeds to the next stop at the scheduled departure time. MV's dispatch team continually monitors service delivery to resolve any issues that arise quickly.

For the paratransit services, the operator radios into dispatch as passengers are picked up and dropped off. The dispatcher updates the route in Easy Rides in real-time, allowing MV to monitor service and prevent service delays proactively. If the passenger does not appear, the operator requests that the dispatcher call the passenger. If the passenger does not arrive within 5 minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no show and documents the event and instructs the operator to move to the next stop.

Mobility Device Securement

The proper securement of passengers in mobility devices is reinforced throughout an operator's career. All MV locations require operators to undergo mobility device recertification bi-annually.

Operators always request the passenger's permission before touching or moving their mobility device. They communicate with the passenger throughout the boarding and securement process, making clear what they wish to do, before taking any action.

When a passenger in a mobility device is ready to board, the operator confirms the vehicle is in the park position, engages the parking brake, and powers on the lift. Ensuring the mobility device area is free of hazards and ready for the passenger and exits the vehicle with the lap/posey belt in hand. The operator then opens and deploys the wheelchair lift.

The operator introduces themselves to the passenger at eye level and confirms it is the correct passenger. They then request permission to inspect the mobility device brakes to ensure they are in good working condition. (If the brakes are not in good working condition, the operator brings the issue to the attention of the passenger and makes a note on the manifest.)



With the passenger’s permission, the operator then secures the lap belt on the passenger. If the passenger refuses the lap belt/restraint, the operator is required to notify dispatch.

Once secured, the operator notifies the passenger they are about to move them. The operator then backs the mobility device onto the lift. If the device is electric, the operator turns off the power; if it is manual, the operator locks the brakes. The operator then informs the passenger they are about to move the lift and engages the lift.

On the vehicle, the operator backs the passenger into the wheelchair seating location and secures the mobility device with a four-point tie-down and then secures the passenger using a lap and shoulder harness. If the passenger refuses the lap/shoulder harness, the operator notifies dispatch and activates DriveCam to record refusal on camera.

Upon securing the passenger and the mobility device, the operator gently moves the mobility device to confirm it is secured and tight. They then stow the lift and close the door. They return to the operator’s seat and power off the lift.

Return to Yard

Upon completion of the route, if there was not time between routes, the operator fuels the vehicle in preparation for the next service day. Once they return to the yard, the operator notifies the dispatcher via radio, who then documents the return time. The operator completes a post-trip vehicle inspection, tidies up the vehicle, and returns their keys and completed manifest to the dispatcher. The dispatcher documents the operator’s end time on the service log and reviews the manifest for completeness.

Manifest data is used to complete monthly invoices and reporting. Operations Manager David Thorndike reviews it prior to submission to the City.



b. Description of Driver Hiring and Training Program, Supervision and Performance Monitoring; Ability to Hire and Retain Additional Drivers as Needed

Recruitment and Hiring

Recruitment: MV uses industry publications and several online resources to attract qualified applicants. This approach maximizes the company’s exposure to talent within the industry and like industries. MV has a strategic partnership with CareerBuilder.com, with which the company’s postings are automatically linked to more than 50 diversity postings. The company also uses the services of other online job posting sites, posts open positions to America’s Job Exchange and local publications, and attends local job fairs.



Once MV garners a strong applicant pool through aggressive recruiting, it begins the process of finding team members who will provide safe, timely excellent passenger experience to SAM and MHX passengers.

Hiring Process: All MV SAM and MHX employees are required to undergo MV’s qualifications process prior to employment. All candidates considered for hire are screened for criminal and driving offenses and will meet all Metropolitan Council requirements. All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines. If the background check reveals adverse information, such as a felony, MV’s qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant can contest their background reports within ten business days.



The company requires all applicants for safety-sensitive positions to undergo medical examinations and pre-employment drug testing. Throughout their career,



drivers are subject to pre-employment, post-accident, random, and reasonable suspicion drug and alcohol testing, pursuant to FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations). MV shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions. Regardless if positions are needed for start-up or ongoing operations, MV requires the same high standards for all possible employees and does not deviate in hiring

Customer Service Training

MV is excited to present its customer service program, Platinum Connection Customer Service (PCCS). Developed by a cross-functional MV- leadership team and led by its Safety and Learning & Development departments, the principle is known as the Platinum Rule guides PCCS – do unto others as THEY would like to be treated.



During the transition period, MV administers this training to its employees. It is essential that every single employee across all departments receives this training; this ensures that each MV employee is working from the same playbook.

PCCS is a 4-hour, facilitator-led course that focuses on MV's vision of customer service and on how MV employees connect with customers. MV has a broad definition of the customer, and it is important that the training defines this term: "A Customer is anyone who depends on you, whether it is your co-workers, clients or your passengers."

This program teaches employees how to make customer-centric, solution-focused choices with a focus on personal responsibility. This interactive program will use video examples of customer service situations to guide participant discussion. Then the learning is locked in with engaging facilitator-led activities to enable participants to practice their customer service skills.

The program will build on the following questions:



Why does this matter to me?

- These skills makes your job easier and improve your work life satisfaction.

What is PCCS?

- A customer-centric, solutions-focused approach to connecting with customers based on the platinum rule.

How do I provide PCCS to my customers?

- By treating customers as they want to be treated.

How do I treat my customers as they want to be treated?

- We use A.C.E. to help participants remember the strategies.
- A= Attitude (self-awareness, awareness of customer expectations)
- C= Choice (Communication- verbal and non-verbal, conflict management)
- E= Empathy (putting yourself in someone else’s shoes)

PCCS is incorporated into the Monthly Safety Meetings to keep customer service top of mind because treating our customers well is an important piece in creating a safe environment.

Vehicle Operator Training

MV’s training ensures consistent and thorough training for all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training or customize training to address specific areas of concern. The sample operator development syllabus for fixed-route and paratransit are included in the appendix.

Classroom Training: The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules, which are reinforced by the written training/study guide. Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Employees must pass with a score of 80 percent or higher to proceed to behind the wheel training.

Pre-Driving Skills: This section is designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the



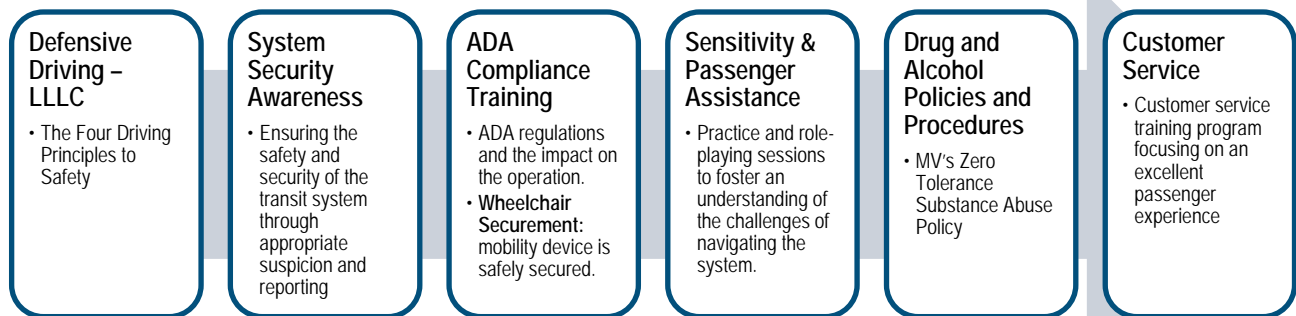
street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls. Securement and lift training, as well as passenger loading, and unloading, are addressed.

Behind the Wheel Training and Customer Service: Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines their driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation. Customer Service training is imperative to the delivery of excellent service. The BTW training teaches operators the operation of the bus but also speaks to the delivery of the customer.

Observation: Observation training is provided and allows students to study the proper way to handle a vehicle. Once a student has completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Cadet Training: After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all onboard technology in service and interact with the passengers on a practical level. During this period, the trainee is carefully monitored and receives their final road and training evaluation.

Post-Training Testing and Remedial Training: Before a student is released into service, they are closely monitored and receive a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.



Dispatch Training

Dispatchers serve as the public interface for the operation. Members must be knowledgeable regarding the service, are skilled in customer service techniques, and are well versed in ADA requirements. The company provides training in these areas:

Service Overview (5 Hours): Training begins with an introduction to MV and SAM and MHX, followed by an overview of paratransit service and ADA regulations. This includes a discussion of employee expectations, the City's website, service hours, important phone numbers, and topics specific to assisting persons with disabilities.

Customer Driven Service (4 Hours): MV's proprietary customer service training program by MV's learning and development team and is described in detail in the above.

Ride-Along (3 Hours): To familiarize themselves with the service, passengers, and the nuances of on-road operations, dispatchers participate in a ride-along.

Observation and Supervised Job Performance (6 Hours): Dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe their position's duties in action. After the observation period, dispatchers perform their job duties while under supervision.

New dispatchers are trained in the Easy Rides software through on the job training. A new dispatcher shadows a senior dispatcher for two weeks.

Supervision and Performance Monitoring

Continuous on-road observations ensure positive service quality and strong employee management. Road supervisors observe operators twice annually (minimum) to identify retraining needs and evaluate their performance. Please see MV's Operator Ride Check Form included in the appendix of the proposal. Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. Un-observed service checks are random inspections that assess operators' driving and safety skills from the road. Mobility device securement spot checks are on-vehicle reviews of an operators' ability to safely and properly secure a mobility



device. Further information regarding mobility device securement can be found in Section **Error! Reference source not found.** – Scheduling and Dispatching Transportation Services. Pullout inspections are unannounced and occur daily.

Plan for Operator Recruitment and Retention

During implementation, MV will thoroughly evaluate the current staffing and service structures to identify the number of operators needed to perform this contract. MV will fill most of the staffing positions with existing personnel, if possible. Retaining as much of the current workforce as possible minimizes the element of change for the system’s passenger during the service transition. Please see section **Error! Reference source not found.. Error! Reference source not found.** for further information on MV’s recruiting and selection process. MV employs several strategies to reduce turnover in its local operations, including competitive wage scaling, continued education, opportunities for promotion, and employee recognition programs.

Maintaining Adequate Staffing Levels

Strategies to reduce turnover and increase team morale:

- **Continued education:** Bimonthly safety training was reinvested in, among other training. Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV’s willingness to invest in its employees
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunities as much as possible.
- **Employee recognition programs:** Those that demonstrated proficiency in their jobs and those that set the standard for exemplary performance were rewarded.

c. Description of What Measures Will Be Taken to Serve Riders with Disabilities

The local team is trained in passenger handling techniques, and each must attend sensitivity training prior to operating service. These trainings are refreshed during safety meetings, and proper customer service and sensitivity techniques are promoted in messaging and events.

MV’s ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the driver’s responsibility to serve all passengers, regardless of background or disability. Practice and role-playing



sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device.

Operator training includes the study of different types of disabilities and mobility aids so that drivers properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices



generally require a greater level of time, attention, and sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for all passengers. To ensure ongoing safety for all passengers, training and monitoring in this area extends beyond the initial training period.

d. Description of Knowledge of Federal and State Requirements

ADA compliance is a critical component of MV’s operator training program and ensures that the Company’s operations are ADA compliant. During training, operators receive an overview of various disabilities as defined by the ADA, as well as an understanding of the law’s requirements. Training also includes practical instruction on how to assist and secure passengers in mobility devices to ensure their safety and comfort.

It is important to note more than 95 percent of MV’s contracts are with transit systems funded by federal dollars and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations – and has an exceptional record of compliance with regulatory agencies.

e. Methods Used to Ensure Service is Responsive to Needs of Customers

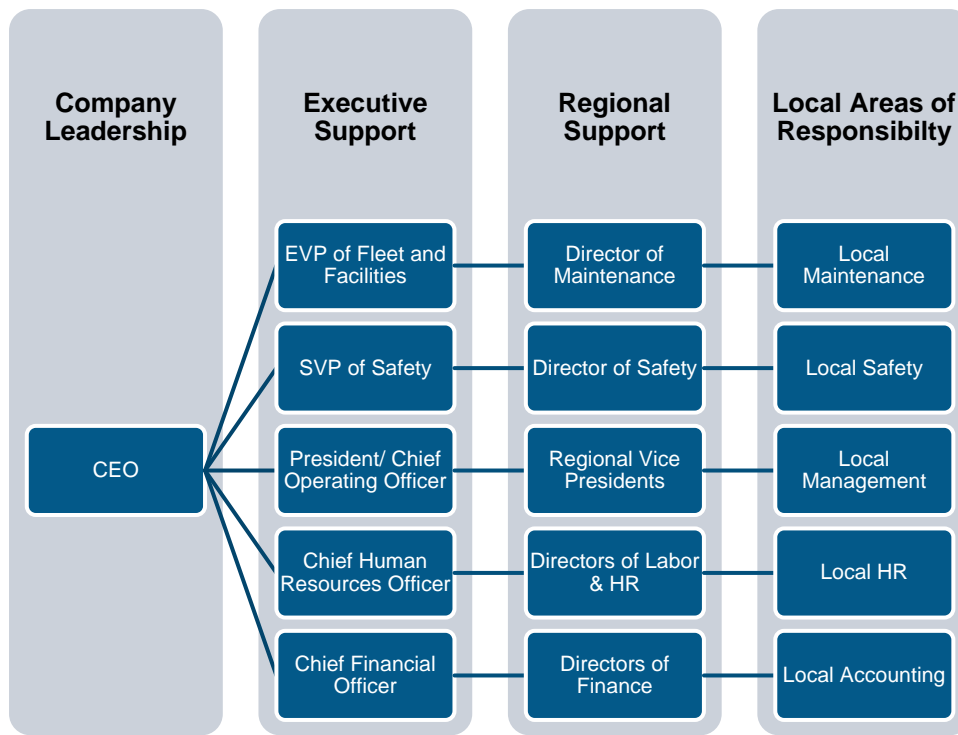
Meeting the needs of the ridership is of up-most importance. MV continually works to better the service through key performance indicators and hands-on customer service training.



To ensure service is responsive to the needs of the public, MV welcomes feedback and take all comments, concerns, and commendations to see where we can provide better service. Beyond our daily interactions from the ridership, MV also follows a quality assurance program to ensure service is always operating within contract parameters and MV’s expectations.

Quality Assurance Program

Our company’s organizational structure provides leadership and support to the local team. This support structure confirms safe, professional, and efficient service is delivered daily.



MV support structure

We offer our customers a cross-functional quality assurance (QA) program that promotes excellence throughout the operation. This program is summarized in the table below. During the term of the contract, our team may adjust these inspections to accommodate the specific needs of your service, based on your request and our experience in similar services.

Auditor	Type of Inspection	Frequency	Description
Jeff Bane, Senior Vice President	<i>Performance Metrics</i>	Semi-monthly	He reviews the performance of service to ensure adherence to company and customer standards.
Jeff Bane, Senior Vice President	<i>Customer Satisfaction</i>	Quarterly	Senior Vice President Jeff Bane will meet (in person or via telephone) with the City/County staff regularly to gauge satisfaction with the company's operations. These discussions offer an excellent opportunity to discuss current challenges, successes, and areas requiring improvement.
Jeff Bane, Senior Vice President	<i>Audit Scheduling and Review</i>	As needed	Senior Vice President Jeff Bane will work with the regional team to establish a schedule of audits. He will review each audit upon completion and work with the regional team to create and complete an action plan when needed.
Jermaine Johnson, Director of Safety	<i>Safety Audits</i>	Annual	The safety audit is a full-day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness and reporting, are evaluated for effectiveness and recommendation.
Zara Tariq, Safety Analyst	<i>Safety Analytics</i>	Monthly	Evaluate data from DriveCam system, produce reports and recommendations
Mark Shirley, Director of Finance	<i>Monthly Financial Statement Review Call</i>	Monthly	Together, Director of Finance Mark Shirley and Jeff Bane, Senior Vice President, review the income statements and general ledger during month-end close. This process confirms MV's books are accurate and align with budget forecasts.

f. Methods Used for Handling Emergencies, Safety and Security

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.



Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Awareness

Safety Messages: Daily, a corporate-issued safety message, is published and delivered to all MV locations. Each message is posted at the location. Additionally, all meetings and conference calls must begin with a safety message.

Safety Board: MV will provide a safety board in its operator break room. These monitors display audience-tailored content throughout the day, delivering safety messages, timely information, performance data, and important notifications from MV's clients.

Mandatory Safety Meetings: Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this two-hour-long meeting bi-monthly on Saturdays. MV's safety department issues all safety meeting agendas and addresses topics in fleet safety (for example, defensive driving, wheelchair securement, adverse weather) and injury prevention (for example, drug and alcohol, back safety, bloodborne pathogens, and heat safety).

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an integral part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Proposed Operations Manager David Thorndike and Assistant Operations Manager Karen Eichholz will execute these programs:

- **“DriveCam Event-Free” contest:** All operators participate in this monthly pool. A vehicle operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate. The recipients are also recognized during monthly safety meetings, and their name is displayed on the company's service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a work-related injury are eligible to win prizes.

In addition, each MV location participates in MV's company-wide programs:



- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationship skills, and a strong attendance record. Quarterly, annual, regional, and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team hosts safety blitzes and other employee events to promote safety messages.

Emergency and Security Plans

MV has several plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** To provide a superior level of safety and minimize all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association and the Federal Transit Administration.
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its plan to ensure continuous operations during an emergency. The COOP, which sets forth a concept of operations, identifies essential functions and outlines three potential phases of the process: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Bloodborne Pathogen Exposure Control Plan:** This plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the OSHA Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.



- **Additional Health and Safety Plans include:** Fire Prevention Plan, Hearing Conservation Program, Hazardous Communication Plan, Illness Prevention Plan, Heat Illness Prevention Plan, Lock Out-Tag Out, and Control of Hazardous Energy Program

g. Methods Used to Monitor and Ensure Excellent Customer Service

A strong customer service program begins with the consistency of service. The company fosters this program with clear and ongoing communication; delivers customer service with professionalism, empathy, and knowledge; and confirms it with careful attention to feedback and frequent quality checks.

The SAM Code of Conduct defines its service policies, which form passengers' expectations for the service. Consistency with the City's service guidelines is key to meeting passengers' expectations each day. Inconsistent service delivery – whether it falls short of or exceeds service standards – will adversely influence customer service.

When changes to service delivery are necessary, transparent and professional communication is critical. By managing passengers' expectations, MV provides quality customer service in response to a delay, a detour, a road call, or other service disruption.

To this end, each of MV's City employees receives consistent training in service delivery. Each MV employee will receive training in the City and County's policies and procedures, as well as an orientation to the system. Supplementing this training is dedicated to customer service training for all employees. Operators and office staff are required to take MV's newly developed "Platinum Connection Customer Service" training program, discussed in *section Error! Reference source not found.. Error! Reference source not found..*

Finally, quality assurance audits, complaint analyses, and passenger feedback sessions all provide opportunities to test MV's processes against the City/County's standards. These reviews identify where MV's customer service programs are working and where new initiatives are needed. These types of quality checks ensure that customer



service techniques remain fresh and effective.

Understanding the City and County’s Lead

The City/County sets the tone for its customer-focused service. MV will work closely with the City/County and its staff to understand how and where its customer-centered approach is most significant. MV ensures its employees consistently mirror that approach in the operation.

Managing Customer Expectations

At times passengers call with “Where’s My Ride” inquires. MV’s dispatchers follow a clear script to ensure consistency and service for each call.

MV trains dispatchers in dispatch management, reporting, and mapping tools, which gives a stop-by-stop listing of the route. The dispatcher can select the stop in question to pull up a map of where the vehicle is at that moment.

In the event of a potential no show, the dispatcher can notify the passenger of the exact location of the bus (in the parking lot on the south side entrance of the apartment complex).

Safety and Customer Service

Safety is a moral obligation and a tenet of MV’s operating philosophy – and it is the foundation of excellent customer service. Before anything, the service must be safe. MV’s safety plan is person-centric and passenger focused and spans all areas of the operation.

MV also understands the important role it has in coordination and emergency response. MV will work collaboratively with local resources and community leadership to ensure safety and security preparedness and coordination within the greater community. The local team will also work to ensure all security documents and emergency procedures are consistent and complementary to ensure the maximum response and coverage if a security event, emergency, or other disaster occurs.



Maintenance Operations and Customer Service

Recognizing the critical relationship between maintenance and customer service, MV works to create a culture of service that extends to bus care. It is incumbent on the fleet maintenance coordinator to support and maintain a vehicle fleet that instills customer confidence and excellent service. Moreover, a well-maintained vehicle is a great source of pride for the operator.

Preventive care remains pivotal to customer service-oriented fleet services; by maximizing fleet availability and minimizing vehicle breakdowns, MV's maintenance team supports a positive customer perception of safe and reliable service.

Quality Assurance and Customer Service

MV's management team will oversee daily activities and perform audits, inspections, and analyses of MV's operation. With the support of MV's corporate personnel, this team will monitor MV's compliance with its contract with the City/County in the functions of the operation. These include drug and alcohol compliance, operator training, street supervision, on-road operations, customer service, personnel administration, maintenance, safety, training, local purchasing, and contract administration.

Developing Community Relationships

Building Relationships during the Transition Period

MV's team will work with the City/County to establish meaningful and productive relationships within the community before service implementation. By creating a Passenger Transition Committee comprising passengers, the City/County staff, MV staff, community members, and/or advocacy groups, MV's team will proactively manage any issues and challenges currently faced in the system and immediately and positively influence service.

Operator Training and Community Participation

MV's operator training program emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability. Core to this training is the involvement of representatives from the community and local advocacy groups. Presentations from these community members educate operators and provide real-life perspectives of living with disabilities and the impact of paratransit on a person's daily activities.



MV augments passenger empathy training with the participation of advocacy groups and passengers in company safety meetings. This community involvement in ongoing training keeps information fresh and relevant.

Educating the Community about Public Transit

If the City/County desires, MV will host presentations and information sessions about riding public transit. Potential places that could benefit from these sessions include community colleges, shopping centers, and senior centers. These types of meetings are an excellent way to manage passengers' expectations regarding service.

Educating the Public about Paratransit Services

As part of MV's quality assurance efforts, Assistant Operations Manager Karen Eichholz will host presentations and information sessions at major trip generating facilities, such as adult daycare centers and senior centers, about what paratransit is, who can ride, and why it is important. These types of meetings are an excellent way to manage passengers' expectations regarding service. For example, making certain passengers understand that the service is a shared-ride system and the parameters of the on-time window provide the necessary guidelines of what a passenger can expect.

Interaction with Key Centers

MV will work with major trip generators to manage service to and from these locations. These locations typically provide opportunities to maximize productivity by way of group trips. Schedulers examine trip origins and try to create group trips in high volume areas or from common trip generators. By establishing a productive working relationship with these individuals, MV can create win-win solutions for all primary stakeholders.

The Agency Monitor

MV's cloud-based agency monitor for paratransit displays upcoming trip arrivals and departures, with expected times of arrival for each trip. This technology supports customer-focused operations by managing passenger expectations while allowing agency staff to accommodate their patients' specific healthcare needs (i.e., passengers minimize time outdoors / standing up waiting for their bus).



For larger agencies that are the destination and pickup for multiple trips, this tool is of great value. Agency staff can prepare passengers for departure, based on the order in which each bus is projected to arrive. This helps agency activities remain organized while improving on-time performance of the route.

Inbound Passengers For: 01/17/14 Last Update 15:12:40

Name	ComingFrom	OnRoute/Veh	Sched	EstPick	ActPick	Destination	EstArrival	ActArrival
Wendell Adams	1576 LATOUCHE ST	142/65104	08:15	08:14	08:10	ANMC DENTAL AND EYE CLINIC	09:10	09:06
Wendell Adams	8621 KUSHTAKA CIR	116/65114	09:15	09:20	09:19	ANMC DENTAL AND EYE CLINIC	09:46	09:45
Wendell Adams	601 E 15TH TER	116/65114	13:10	13:24	13:24	ANMC DENTAL AND EYE CLINIC	14:02	14:00

Outbound Passengers

Name	ComingFrom	OnRoute/Veh	Sched	EstPick	ActPick	Destination	EstArrival	ActArrival
Wendell Adams	ANMC DENTAL AND EYE CLINIC	-/-	15:15	00:00	00:00	-	00:00	00:00
Wendell Adams	ANMC DENTAL AND EYE CLINIC	140/65128	10:35	10:36	10:36	1576 LATOUCHE ST	11:15	11:12
Wendell Adams	ANMC DENTAL AND EYE CLINIC	113/65096	10:51	11:27	11:26	8621 KUSHTAKA CIR	11:40	11:37

Have a question? Please contact technical support at: [Web Support](#).

h. Methods Used to Monitor and Ensure Service Quality and Safety

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost-effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of a central corporate support operation.



As required, MV will track the following items to ensure it is meeting the standards outlined by the City/County and the Company, including but not limited to on-time performance, productivity, customer complaints, service delays, vehicle breakdowns, and safety issues.

All MV's locations are required to undergo periodic safety and maintenance audits and inspections, including safety inspections, safety audits, and facility audits. These activities are performed monthly, semiannually, and annually by the operations manager, regional director of safety, and regional director of maintenance, respectively.



Optional Technology

Trapeze PASS (Cost Option)

Trapeze PASS is an advanced paratransit scheduling and dispatch system. Using a single database solution, Trapeze is efficient, secure, and designed to meet the specific needs of your service.

In addition to its powerful scheduling algorithm, intuitive user design, and real-time communications, PASS offers extensive built-in reporting that augments the system analyses required for future planning, delivery, and measurement of service delivery.

The reservations component provides users with a full complement of tools to ease the reservations process. Insightful passenger lookup screens, common trip destinations, and other passenger detail supports optimal call times and maximizes user productivity. Integrated with GIS mapping, Trapeze offers precision in trip distances – geocoded pick up and drop off locations promote superior accuracy in scheduling and monitoring route performance.

The dispatch component allows users to monitor trip performance, update routes by adding new requests, moving trips from late performing routes, and manage no shows and late cancelations. When deployed with on-vehicle GPS enabled devices (using the Trapeze MON add-on), dispatchers can monitor each route in real-time. Any updates (such as trip performs) are immediately reflected in the trip console; conversely, and the connected onboard device reflects changes to routes (such as cancelations).

Among the many benefits of PASS, the most compelling is the users' ability to tune the system to the precise needs of the operating environment. The system's parameters provide ample opportunity for refining efficiency; it gives administrators control to adjust extensive parameters for times

Benefits of Trapeze PASS

- *Proven routing algorithm that maximizes efficiencies while maintaining KPIs*
- *Allow users to configure multiple service types (ADA, same day programs, pilot programs)*
- *Modular design that adapts to specific agency needs*
- *Configurable parameters that support operations in your unique operating environment*

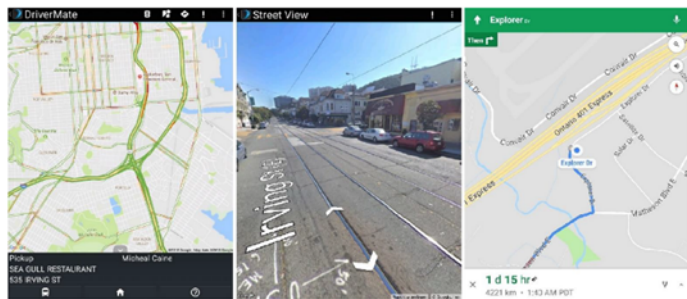


relating to passenger loading and speed, based on days of the week, specific traffic patterns within the service area, pick up and drop off locations and more.

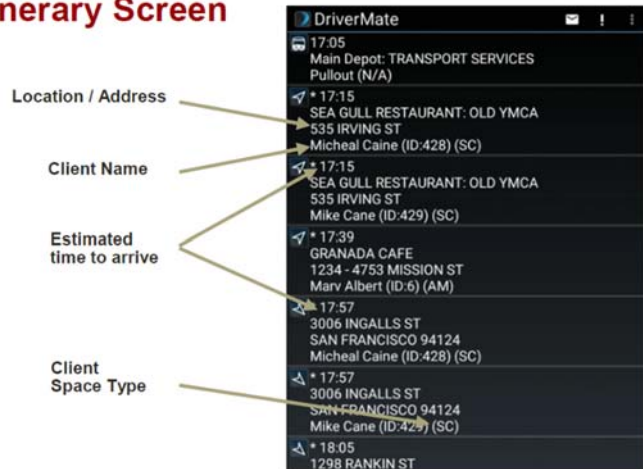
Trapeze DriverMate (Cost Option)

DriverMate is a tablet-based MDT application that offers a sleek and efficient option for vehicle communications. Operators receive trips on the unit’s electronic manifest, which updates as dispatchers make changes to the route. These units provide integrated navigational mapping, automated vehicle location (AVL), and mobile data communication.

DriverMate allows tablets to serve as fully functional mobile data terminals by creating an interface between the tablet device and the Trapeze PASS system. It enables effective, real-time communication between the dispatch team and operators in service. Operator manifests are transmitted from Trapeze PASS to the tablet through DriverMate, while DriverMate relays GPS data and trip status to Trapeze – providing an up-to-the-minute view of service for dispatchers and management.



Itinerary Screen



This system is fully integrated and eliminates the need for reconciliation of paper; it captures and transmits real-time data as the primary trip record and eliminates human error through data-driven communications.

PASS stores full GPS data records via integration with DriverMate. Operators enter their vehicle mileage at the start and end of their route, and the system tracks mileage as the vehicle is on the road. This integration enables extensive data and system analysis of trip performance, which we perform in the ViewPoint Business Intelligence system.



Benefits of DriverMate

- *Seamless communications between operator and dispatch*
- *Eliminates need for hardwired units*
- *Easy to swap out in the event of a tablet failure*
- *Stores up to 2 hours of data if connection lost*

DriverMate uses Verizon's 4G LTE service, allowing for fast data transfer of GPS AVL data, text communication, and trip information. The DriverMate solution paired with SOTI MobiControl provides redundancy in the GPS location, locks down the Android OS for work-related applications only, and provides real-time support to the operators. The system leverages Google Maps for navigation, providing turn-by-turn directions and live traffic alerts and updates throughout the day.

TripSpark Ripple (Cost Option)

TripSpark's Ripple application uses interactive voice response (IVR) technology to provide inbound and outbound voice and SMS communications for passengers and caregivers. Users can configure Ripple to send trip status notifications with a night-before trip notification as well as imminent reminder alerts. Passengers can access Ripple to make changes to their trips without having to speak to an agent. This technology reduces pressure on the call center, affording agents additional time to support passengers who require live assistance.

Ripple is unparalleled in its ease of implementation and deployment; MV has deployed this technology in as little as five days. This cloud-based solution works in concert with your existing telephone system without integration or installation.

Benefits of TripSpark Ripple

- *Reduced reservationist time, as client notifications are performed by IVR system*
- *Fewer no shows and operator wait times*
- *Improved customer satisfaction by providing accurate, timely trip information; and*
- *Accessible service 24 hours a day*



Zonar Electronic Verified Inspection Reporting (Cost Option)

MV will provide the Zonar Electronic Verified Inspection Reporting (EVIR) system for the City/County fleet to help track service standards. This system complies with all DOT, OSHA, and MSHA inspection requirements.

Zonar's patented EVIR® technology simplifies the pre- and post-trip inspection process and eliminates paper reporting. Operators use an onboard tablet computer to perform the inspection; RFID tags are placed on inspection zones to prompt the operator to inspect specific components. Operators complete their inspection on the tablet, digitally signs the inspection report, and the unit transmits the inspection data to the Zonar Ground Control Software.



Our maintenance team receives instant notification of defects upon submittal and immediately determines whether to place the vehicle out of service.

MV worked with Zonar to develop a standard system export to Trapeze Equipment Asset Management (T-EAM), which seamlessly imports defect reports into T-EAM as a service request.

This solution also includes the Zonar V4 telematics system. This technology offers an Intelligent Logging algorithm that senses all vehicle activity. We use this system to monitor vehicle movements, parking, and idling, as well as GPS tracking and speed.

MV is currently working with Zonar in the pilot integration between their technology and our predictive analytics platform. Under this pilot, we are testing how we can apply machine learning to predict future fleet failures based on real-time fleet telematics.

MV uses Zonar in several locations to manage our fleet inspection process and monitor vehicle performance. In Oceanside, we installed this system after we assumed operations for the North County Transit District's fixed-route and paratransit system. As a result of its use we were able to improve efficiencies, with:

- Improved Daily Vehicle Inspections, where we could track the time operators were taking to perform thorough inspections

- Greater clarity in DVI defect notes; we no longer needed to decipher operator handwriting and instead had clearer communications
- A new paperless process for daily inspections – eliminating the need to transpose data from paper into our EAM system
- Improved monitoring of idling times, allowing us to enforce a no-idling policy with greater effectiveness
- Improved operator performance, by monitoring speeding and hard braking
- More efficient scheduling of preventative maintenance
- More efficient scheduling of ad hoc maintenance
- Less consumables and spare parts inventory

i. How Vehicle Breakdowns Are Handled When Vehicles Are in Service

Please see *section 5.j.iii. Road Calls* on how in-service breakdowns are handled.

j. Approach to A Vehicle Maintenance Program

This section serves as MV's maintenance plan for SAM and MHX. Throughout the term, our fleet maintenance coordinator will oversee MV's fleet and facilities maintenance, repair, and cleaning activities. They will schedule all fleet maintenance, both scheduled and unscheduled, and confirm the quality of work. The fleet maintenance coordinator will have the ongoing support of our regional director of maintenance, Kenny Pouncey, who will perform periodic audits.

j.i. Inspections and Scheduled Maintenance

Daily Maintenance and Vehicle Inspections

Pre- and post-trip inspections are vital to minimizing service interruptions. The pre-trip inspection is the last line of defense before entering service, and it comprises a 12-minutes of testing key operating systems to ensure the vehicle is in safe, working order. The post-trip inspection is a shorter inspection designed to check key systems' performance after a day of service.

Pre-trip

Each day, operators perform daily vehicle inspections before entering service. This inspection confirms the following:

- The condition of tires, wheels, rims, and lug nuts are safe*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering) are adequate
- Battery terminals are in good condition
- Absence of any under-vehicle leaks*
- All glass and mirrors are in good condition and without chips or cracks*
- All lights are operational (headlights*, clearance lights, and reflectors*, turn signals, backup lights, and alarm, emergency flashers*)
- The air conditioner, heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure*
- Windshield wipers, washer, radio, horn, and passenger door are all operational*
- The registration and insurance are valid, and registration is visible
- Brake pedal* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- The steering wheel is secure, and the gearshift is tight*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers*, accident packet*, and body fluid kit*)
- Lift or ramp is operating in both electronic and manual modes, and it is free from leakage*
- Lift interlock is operating properly*



Note items marked with asterisks () are re-inspected during walk-around mid-trip inspections, during shift changes, when appropriate.*

Post-trip

Upon return to the yard, the operator performs a post-trip inspection, which requires re-inspection to confirm the following:

- Condition of tires, wheels, rims, and lug nuts
- Absence of any under-vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights, and reflectors, turn signals, backup lights, and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio, horn, and passenger door are all operational
- Brakes pedal is operational
- The steering wheel is secure, and the gearshift is tight
- The fire extinguisher remains fully charged
- Accident packet and body fluid kit are present and accessible
- Lift or ramp is operating in both electronic and manual modes, and it is free from leakage
- Lift interlock is operating properly

Defect Repair

If the operator detects a safety hazard that prevents the vehicle from entering service, they note the hazard using the Zonar unit, and they submit the report. The Ground Control software alerts the technician who will immediately determine that they can rectify the issue quickly, or if they should pull the vehicle from service after performing an initial assessment.

If the technician must place the vehicle out of service, they will initiate the lock-out tag-out process, and the dispatcher will assign a standby vehicle to the operator.

Preventive Maintenance Program

MV's preventive maintenance program supports our goal of scheduling more than 80 percent of all maintenance activities. By remaining proactive in our



approach to vehicle care, we minimize reactive repair and service disruptions. The Fleet Maintenance Coordinator will use OEM preventative maintenance guidelines to manage the scheduling of the City/County fleet maintenance. MV will continue to use the third-party providers the City/County are currently using.



Technicians perform preventive inspections and repair within 500 miles of the required interval (or as contractually required). The fleet maintenance coordinator will schedule service during off-peak hours, which maximizes fleet availability during times of highest service demand.

We have included sample PM schedules below for illustrative purposes; however, we will develop final schedules for the fleet during the transition.

Vehicle Preventive Maintenance Cycle (Diesel Fleet)

Inspection	Interval	Description
A	6,000 (safety)	<ul style="list-style-type: none"> ▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.) ▪ Air brake testing ▪ Door and lift operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Oil and filter change ▪ Fire suppression system inspection
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> ▪ HVAC (Freon level, filter change, function test)
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> ▪ Fire suppression inspections ▪ Inspection of fire wires and blow out lines (per OEM)
D	48,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> ▪ Air dryer rebuild ▪ Differential fluid change ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes, and fan motor condition)
E	72,000	All A, B, C, and D level tasks plus: <ul style="list-style-type: none"> ▪ Transmission fluid services (using TES 295-approved synthetic fluid)



DPF	Annual	▪ Annual Cleaning and Opacity Testing
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Preventive Maintenance Cycle (Cutaway Fleet)

Inspection	Interval	Description
A	5,000 (safety)	<ul style="list-style-type: none"> ▪ Vehicle interior and exterior (lights, safety equipment, etc.) ▪ Brake testing ▪ Door and/or lift/ramp operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Steam clean/pressure-wash engine ▪ Mobility device lift inspection and service ▪ Climate control systems inspection ▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)
B	10,000	All A level tasks plus: <ul style="list-style-type: none"> ▪ Air filter change ▪ Fuel filter change (if applicable)
C	15,000	All A and B level tasks plus: <ul style="list-style-type: none"> ▪ HVAC (leaks, filters, temperature checks, function inspections)
D	60,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> ▪ Engine and transmission fluid/oil analysis

Mobility Lifts and Ramps

We perform frequent inspections of mobility device lifts and ramps, at the following intervals:

- **Daily Inspections:** During the daily vehicle inspection, each operator is required to cycle the vehicle lift or ramp to confirm proper operation. If the equipment does not cycle or cycles improperly during the inspection, the operator must notify a supervisor who coordinates the repair and, when necessary, the delivery of a replacement vehicle.
- **Preventive Maintenance Inspections:** Mobility device lifts and ramps are inspected and cycled at each preventive maintenance inspection cycle. During this inspection, the technician replaces any worn components, cleans the gears, and adjusts alignment as necessary.
- **Annual Inspections:** We perform annual inspections of mobility device lifts and ramps. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working. Technicians receive online and on-site vendor training for these types of inspections.



No vehicle is permitted to enter service without a safe, functioning lift or ramp. If a lift or ramp fails while on the route, we immediately remove and replace the vehicle.

j.ii. Overhauls and Repairs

Body Repair

The cosmetic condition of the fleet directly affects passenger perception of the service. Clean, well-maintained vehicles that have clean and undamaged upholstery and are free of graffiti reinforce the riders' confidence in using the service. Moreover, expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. Our team will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

j.iii. Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher will first attempt to help the operator correct the issue. If they cannot resolve the situation, the dispatcher will contact the fleet maintenance coordinator to assess the severity of the issue.

- If the operator can resolve the issue himself or herself, the fleet maintenance coordinator will remain on the radio and coach the operator as needed until they resolve the situation.
- If the operator requires a replacement vehicle, the road supervisor may deliver the vehicle themselves, or work with dispatch to send a standby operator to transfer the passengers and resume the route.
- If a third-party maintenance provider must report to the field to resolve the issue, the fleet maintenance coordinator with the dispatcher will facilitate.
- If a tow service is required, the fleet maintenance coordinator will coordinate this process.

The dispatcher will log each road call, and the fleet maintenance coordinator will complete a vehicle breakdown form and include it in the vehicle file. MV tracks all road calls in MPWEB and calculates miles between road failures to identify trends.



j.iv. Maintenance Safety

The foundation of MV’s maintenance program is an unwavering commitment to creating and maintaining a safe operating and work environment.

Lockout/Tagout

MV’s Control of Hazardous Energy program establishes the minimum requirements for the Lockout/Tagout (LOTO) of energy-isolating devices to prevent an unexpected release of hazardous energy during any equipment servicing, maintenance, or modification activity. This program ensures that the affected system or equipment is isolated from all potentially hazardous energy and is locked/tagged out before authorized employees perform any maintenance activities.

We require employees to strictly follow these procedures when it is necessary to work on any equipment that may release any form of hazardous energy. This program is to be used in conjunction with and is not a substitute for other industry-accepted safety procedures (such as the use of safety tapes, signs, guards, and barriers).

This program is fundamental to preventing stored energy causing serious injury, fatality, or major damage, averting hazardous materials into a worksite, and eliminating hazardous work conditions.

Out of Service Report

The Out of Service (OOS) report is an important component of MV’s maintenance safety program. We generate an out-of-service report that lists all vehicles out of service by number, date placed out of service, the reason for the outage, the status of the repair, and the anticipated in-service date. Our dispatch team refers to this report when assigning vehicles to routes.

k. Approach to Records Management

MV uses the Infor Financial systems and Human Capital Management system in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Infor Human Capital Management system encompasses benefits, payroll administration, HR administration, leave of absence management, built-in business process framework, and native business analytics tools and reports. Infor software is fully integrated and is web-enabled.



The software is scalable to allow for the growth of the company without having capacity concerns. The role-specific permissions/security features allow Company management to selectively determine which processes and controls should be centralized versus decentralized. Accounting records are maintained on the accrual basis of accounting following Generally Accepted Accounting Principles (“GAAP”).



I. Method of Handling Accidents Injuries, and Customer Complaints

Safer Driving Behavior through Technology

DriveCam: MV uses Lytx DriveCam’s SF Series Video Event Recorders to monitor each operator’s driving behavior. The unit continuously monitors the operator’s behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure the force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations, decelerations, speeding, and collisions). The event recorders also utilize machine vision to detect and trigger for unsafe behaviors without relying on an accelerometer such as rolling stops. For example, the camera can recognize the driver running a stop sign by visually reading the stop sign and knowing the vehicle didn’t stop. Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).



The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam’s Risk Analysis Center where DriveCam’s trained professionals analyze the events (review, score, and comment on each event) for MV’s management to use in coaching operators and improving operator safety.

Mobileye® Collision Avoidance System: MV supplements the DriveCam system with Mobileye, a new collision avoidance technology. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians,



and lane divisions in real-time. This mitigates the primary risk factor that leads to vehicle collisions – operator inattention. The system will emit an auditory warning when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

How They Work Together

When Mobileye and DriveCam are used together, MV experienced the following DriveCam results

- 2.60% reduction in scored DriveCam events
- 18.05% reduction in Following Too Close events
- 59.72% reduction in Pedestrian events
- 35% reduction in Not Scanning Intersection events

**DriveCam Performance – Post Mobileye deployment at MV's Philadelphia, PA operation*

Accident and Injury Investigation Procedures

MV's Sandy location will be required to have the following information readily accessible:

- operator's family and/or emergency notification;
- local police department and/or local sheriff department;
- highway patrol/state police;
- local fire department and local ambulance service;

- tow truck, heavy equipment, and construction companies;
- Operation Manager and Assistant Operation Managers' home and cell phone numbers;
- local and MV emergency contact numbers.

Each vehicle must be equipped with three bi-directional emergency reflective triangles (not flares), a fire extinguisher having an Underwriters' Laboratories rating of 5 B, C or more, and Incident Reporting Packets with color disposable flash cameras.

If involved in a vehicular incident, the operator will notify the on-duty dispatcher, who will call the assistant operations manager or road supervisor to the scene, and contact emergency personnel (when necessary). The operator must exercise on-scene emergency control until they are properly relieved by a supervisor.

The operator, with the assistance of the assistant operations manager or road supervisor, will use the onboard accident kit to take photographs of the scene, obtain the contact information of all witnesses (using Courtesy Information Cards), and complete an incident report. The operator is required to provide identification and cooperate with the police.

As soon as is practical following an accident, drug and alcohol tests are administered to any employee whose performance could have contributed to the accident, such as dispatcher, etc. If reasonable suspicion is suspected, all reasonable suspicion testing guidelines are followed. Test results are obtained and reported to the general manager (or vice versa). The operator remains suspended from driving until the Qualifications department reinstates their driving privileges.

Upon return to the office, the accident report is submitted to dispatch or the general manager.

Customer Complaints and Commendations

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and a supervisor may contact them directly as part of this investigation.

- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin an investigation of all complaints to determine validity. Complaints serious in nature must immediately be brought to the attention of the area vice president and the City. MV will work with the City to handle these types of complaint investigations.

All steps taken during the investigation are documented and filed. If the results of the investigation yield a validated complaint, a copy of the complaint documentation is filed in the affected employee(s)' employment file and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City, and the complaint will be logged and submitted with all monthly reports, as required.

m. **Capability and Management Approach**

MV operates under a guiding management philosophy that service quality need not have a direct relationship to operating cost, and instead is derived by a positive work environment where proactive employee relations and professional development are encouraged. Passenger transportation is a people-focused business, and excellence is achieved when qualified employees have the training and support resources to perform their jobs safely and professionally.

n. **Labor Relations Program**

City/County currently utilizes a non-bargained workforce. MV's operations in Canby, Oregon, and Salem, Oregon, are both bargained by the Amalgamated Transit Union (ATU) Local 757. MV is anticipating Local 757 will approach the drivers and dispatchers to join. Our cost proposal considers the benefits of neighboring bargained personnel. Should City/County direct MV to develop a solution with non-bargained personnel, MV will need to adjust our cost proposal. With that said, MV has included benefits details and is including some details about our Labor Relations Program.

Core to promoting a stable workforce is ensuring a harmonious and productive relationship with the Union leadership is maintained. While the local team has the lead on making decisions relative to employee/union relations, they have the support of dedicated labor negotiators and professionals from MV's regional/corporate support structure. This allows the local team to avoid some of



the more challenging union-related discussions and focus on positive employee relations.

The company's size and national presence have warranted its significant investment in labor resources; the company works with more than 100 local unions nationally and has a team of labor directors who ensure amicable relations. MV has negotiated countless union contracts and is well versed with all FTA and Section 13(c) regulations.

o. Financial Viability

MV is a privately held firm, and as such, its financial statements are confidential and proprietary trade secret information.

Accordingly, MV's confidential audited financial statements for 2018 is included as a separate document along with the original proposal. Our financial position is solid, and the company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Chief Financial Officer Marie Graul at 972.391.4685.

p. Ability to Start Service in May 2020

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth service transition. Using an extensive network of experienced support personnel, MV focuses on organization, efficiency, and quality service while delivering the right leadership and necessary resources, without bureaucracy and micromanagement from corporate headquarters. As a result, MV can transition service quickly and without service disruption.

MV recognizes the City/County sense of urgency to have service start on May 25, 2020. To ensure that start date is attainable, MV's plan contemplates minimizing transition items that could negatively impact the start date or quality of service.

Critical transition activities include retention of staff, utilization of existing dispatch and scheduling software, training, training as needed on EasyRides software, deploying Silke radios for MHX and installing DriveCam and Mobileye as soon as practicable.

Post a successful service start MV and City/County can determine when (or if optional solutions) will be implemented. Optional solutions such as replacing EasyRides, implementing an interactive voice response solution, deploying tablets that are integrated with dispatch/scheduling software, and electronic daily



vehicle inspection should all be assessed for value to City/County and customer experience.

Reputation for Excellence

MV has a reputation for transparency and building positive client relationships beginning from the startup period. No other firm possesses the experience in service transitions comparable to that of MV; MV has managed transitions for nearly every type of contracting model, including:

- Overnight transitions of emergency contracts
- Transitions with accelerated timelines
- Initiation of new services
- Phased-in transitions
- Transitions from client-managed services
- Transition-only contracts to prepare service to be taken in-house
- Transitioning management contracts to turnkey contracts
- Transitioning turnkey contracts to management contracts
- Contracts specifically for transition services
- Transitions resulting from the bankruptcy of the incumbent contractor

Implementation Methodology

Effective communication and relentless attention to detail drive MV's transition approach.

MV's transition leadership team will hold weekly meetings with the City/County. Discussion topics for these meetings include the progress of the transition, task list changes and updates, potential challenges, and a look ahead to the next week. In addition, MV's implementation team meets daily each morning to review the transition plan, outstanding tasks, current issues, and current task lists.

Transition Planning

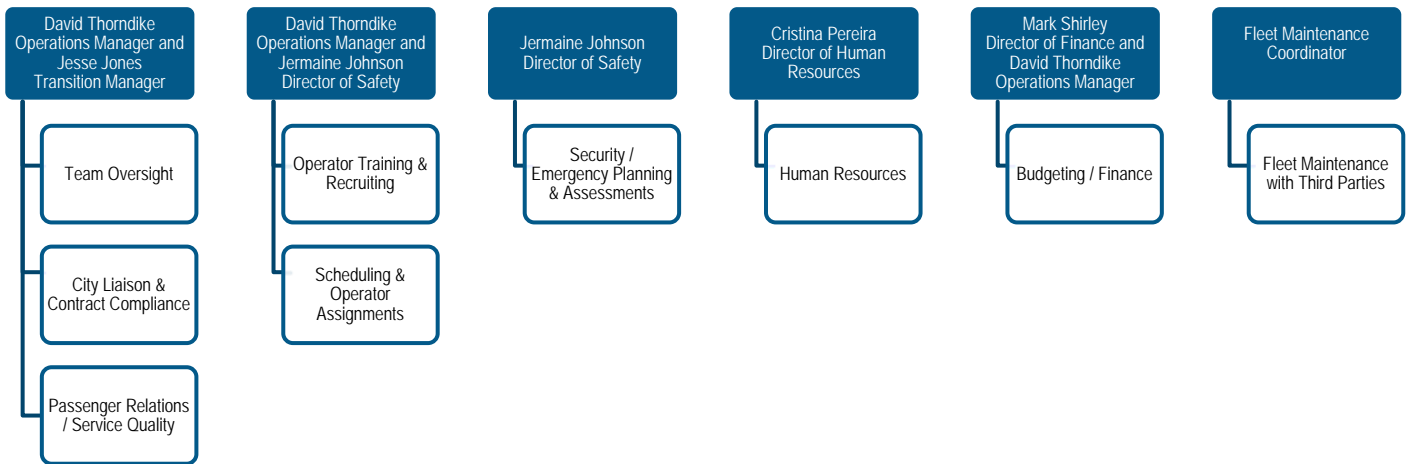
MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. A draft startup schedule for this transition is included at this end of this section to demonstrate the tasks required during the transition. MV's transition team updates this



document throughout the transition period; however, no item on the schedule is marked “complete” without confirmation from the startup manager.

Management Approach

Transition Manager Jesse Jones will oversee all startup activities and serve as MV’s full-time transition manager for this project. He will work closely with David Thorndike, the local management team, and MV’s support team to direct all elements of the transition. MV’s transition team assigned for this project comprises the following team leaders:



Working with the Community

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV will establish a Passenger Transition Committee. This committee comprises passengers, the City/County staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.

Karen Eichholz will facilitate this committee and establish transparent, open, and honest communication about how the transition is progressing.

Personnel Plan

Retaining the Existing Team

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current



employees as possible, provided they meet the minimum qualifications, have a stable employment record, and receive the City/County approval. MV will retain these individuals at their current position and seniority.

All employment offers made will be subject to the successful completion of duties with the City and pending completion of required pre-employment background checks, drug screens, and other required certifications (e.g. CDL with passenger endorsement).

Outreach

To ensure it keeps the existing workforce engaged and informed throughout the transition period, MV meets with these employees immediately upon contract award.

MV schedules meetings during off-peak service hours, where a representative explains the transition process. Additional MV staff will be available at these meetings to assist existing personnel with the application process.

MV also establishes a toll-free number for employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team builds their confidence and trust during this important period.

MV recognizes a few employees may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

Vehicle Operator Evaluation and Training

In addition to pre-employment screening, MV conducts on-road evaluations of all existing operators and provides each with orientation, customer service, and refresher training. This training is essentially an abridged version of MV's operator training program. The transition team will schedule classes during weekends and nights to accommodate work schedules; during the day, vehicle operators newly hired into the system will attend MV's full operator training program.

To minimize the impact that the transition has on the current workforce, MV will request to conduct operator evaluations in-service. If the incumbent contractor does not accommodate this request, MV will schedule evaluations during off-duty hours.



MV will also request access to each employee’s training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. If the incumbent contractor does not accommodate this request, MV will advise employees to obtain copies of their training files directly.



Equipment and Facilities

Fleet Transition

City/County fleet was viewed on by David Thorndike of MV on March 26, 2020. MV’s start up activity will include assessing the projected schedule for maintenance, planned retirement of vehicles, bringing on new vehicles to ensure no unplanned disruptions of service for maintenance, repairs or body work.

MV will bear no financial responsibility for existing mechanical problems or body damage. MV has included a sample copy of its Vehicle Acceptance Agreement Standards in the appendix of this proposal.

Facilities Transition

Facility preparation is a critical task that must be managed professionally and efficiently. MV will conduct acceptance inspections prior to transitioning all the City/County -provided equipment. Early in the transition period, MV will work closely with the City/County to inventory and assess all the City/County -owned, non-vehicle assets to be turned over from the City/County. This process is the first step in ensuring that the equipment and facilities will be transitioned in good working order. MV will ensure baseline entries are set up in the MPWEB as soon as access is available.

The night before the facility transition, and early the morning of the new contract start, MV will have completed dry runs of where and how operations staff will begin the first day of service under MV. Most of the non-management personnel will have hopefully transitioned to MV over the less than two-month transition period, providing for an experienced team on day one. All new employees will be



trained and ready for service. Most of the transition team will be on duty the night of May 24 to be sure everything is in place for the start of service.

As employees arrive at the facility at the end of their last shift working for the incumbent contractor, additional MV personnel will be on-site to answer any questions about the next day. This team will provide all shift and relevant operational information to the employees.

All computer/network, phone, and internet services will be functioning and ready



for use. Members of MV's IT team will handle all telephone assignments and assist in any last-minute IT issues. MV staff will be available to answer any questions and respond to any concerns immediately.

q. Litigation or Settlements

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. Company teams in legal and risk management work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the City/County requires more information on claims for the purpose of evaluating MV, please contact Ms. Dorina Hertner, SVP, chief risk officer at 972.391.4641.



Appendix

Sample Operator Development Syllabus

New Transit Operator Development Syllabus – Fixed Route

WEEK ONE		
DAY 1		6.84 Hours
CLS	40	Welcome to MV Transportation
CLS	15	The Katherine McClary Story
CLS	60	Employee Handbook
CLS	20	The MV Transportation Professional
CLS	20	Hazards Communication
CLS	60	Drugs and Alcohol Policies and Procedures
CLS	30	Introduction to the Bus
CLS	60	Pre-Trip, Post-Trip Inspections, Air Brakes
CLS	30	Mirrors and Reference Points
CLS	45	The Basics of Safety
CLS	30	LLLC – Defensive driving
DAY 2		6.58 Hours
CLS	15	DriveCam
CLS	20	Intersections
CLS	30	Following Distance
CLS	20	Backing Basics
CLS	25	Fatigue Management
CLS	30	Changing Lanes, Merging and Passing
CLS	20	Railroad Crossings
CLS	25	Pedestrians and Bicyclists
CLS	30	Federal Regulations
CLS	15	Wellness
CLS	15	Whistle Blower
CLS	25	Sexual Harassment
CLS	20	Bloodborne Pathogens
CLS	30	On the Road
CLS	45	Special Conditions
CLS	30	Accident and Emergency Procedures
DAY 3		6.91 Hours
CLS	240	Platinum Connection Customer Service Training
CLS	15	Introduction to ADA
CLS	30	ADA Sensitivity
CLS	45	Lift Operations/Securement
CLS	25	Warning Signs
CLS	30	Map Reading
CLS	30	Mastery Test
DAY 4		8.0 Hours
PDS	60	Pre-Trip and Post-Trip Inspections
PDS	30	Mirrors and Reference Points
OBS	60	Pre-Trip and Post-Trip Inspections
OBS	30	Mirrors and Reference Points
BTW	180	Closed Course
OBS	180	Closed Course
DAY 5		8.0 Hours
PDS	45	Pre-Trip and Post-Trip Inspections
PDS	15	Mirrors and Reference Points
OBS	45	Pre-Trip and Post-Trip Inspections

OBS	15	Mirrors and Reference Points
BTW	180	Closed Course
OBS	180	Closed Course

WEEK TWO		
DAY 6		6.0 Hours
PDS	60	Pre-Trip and Post-Trip Inspections
OBS	60	Pre-Trip and Post-Trip Inspections
BTW	120	On-the-road, subjects above, Safe Driving
OBS	120	On-the-road, subjects above, Safe Driving
DAY 7		6.0 Hours
PDS	30	Lift Operations
PDS	30	Securement Systems
OBS	30	Lift Operations
OBS	30	Securement Systems
BTW	120	On-the-road, subjects above, safe driving
OBS	120	On-the-road, subjects above, safe driving
DAY 8		7.0 Hours
BTW	228	On-the-road, Safe Driving Skills
OBS	228	On-the-road, Safe Driving Skills
DAY 9		7.0 Hours
BTW	228	On-the-road, Safe Driving Skills, & Routes
OBS	228	On-the-road, Safe Driving Skills, & Routes
DAY 10		7.0 Hours
BTW	228	On-the-road, Safe Driving & Routes
OBS	228	On-the-road, Safe Driving & Routes
WEEK THREE		
DAY 11		7.0 Hours
BTW	228	On-the-road, Paddles, & Farebox
OBS	228	On-the-road, Paddles, & Farebox
DAY 12		7.0 Hours
		7.0 Hours
BTW	228	On-the-road, Paddles, & Farebox
OBS	228	On-the-road, Paddles, & Farebox
DAY 13		7.0 Hours
BTW	120	On-the-road, BTW Review
OBS	120	On-the-road, BTW Review
BTW	60	On-the-road, BTW Review
OBS	60	On-the-road, BTW Review
DAY 14		8.0 Hours
CDT	480	
DAY 15		8.0 Hours
CDT	420	Cadet driving with passengers
CDT	60	Final Driving Evaluations
45 AND 75 DAY REVIEW		
DAY 45 OF SERVICE		
	60	On-the-road, Ride Check

WEEK TWO					
DAY 75 OF SERVICE					
60		On-the-road, Ride Check			
TOTAL HOURS					
Key		Week 1	Week 2	Week 3	Course Total
CLS	Classroom	20.33	0.0	0.0	20.33
PDS	Pre-Driving Skills	2.5	2.0	0.0	4.5
OBS	Observation	8.5	16.4	10.6	36
BTW	Behind the Wheel	6	15.5	10.6	31.5
CDT	Cadetting	0	0	16	16.
TOTAL					108.33

New Transit Operator Development Syllabus – Paratransit

WEEK ONE		
DAY 1		6.84 Hours
CLS	40	Welcome to MV Transportation
CLS	15	The Katherine McClary Story
CLS	60	Employee Handbook
CLS	20	The MV Transportation Professional
CLS	20	Hazards Communication
CLS	60	Drugs and Alcohol Policies and Procedures
CLS	30	Introduction to the Bus
CLS	60	Pre-Trip and Post-Trip Inspections
CLS	30	Mirrors and Reference Points
CLS	45	The Basics of Safety
CLS	30	LLLC Defensive Driving
DAY 2		6.58 Hours
CLS	15	DriveCam
CLS	20	Intersections
CLS	30	Following Distance
CLS	20	Backing Basics
CLS	25	Fatigue Management
CLS	30	Changing Lanes, Merging and Passing
CLS	20	Railroad Crossings
CLS	25	Pedestrians and Bicyclists
CLS	30	Federal Regulations
CLS	15	Wellness
CLS	15	Whistle Blower
CLS	25	Sexual Harassment
CLS	20	Bloodborne Pathogens
CLS	30	On the Road
CLS	45	Special Conditions
CLS	30	Accident and Emergency Procedures
DAY 3		6.91 Hours
CLS	240	START
CLS	15	Introduction to ADA
CLS	30	ADA Sensitivity
CLS	45	Lift Operations/Securement
CLS	25	Warning Signs
CLS	30	Map Reading
CLS	30	Mastery Test
DAY 4		7.0 Hours
PDS	45	Pre-Trip and Post Trip Inspections
PDS	15	Mirrors and Reference Points
OBS	15	Pre-Trip and Post-Trip Inspections
OBS	15	Mirrors and Reference Points
BTW	150	Closed Course
OBS	150	Closed Course
DAY 5		7.0 Hours
PDS	15	Pre-Trip and Post-Trip Inspections
PDS	15	Mirrors and Reference Points
OBS	15	Pre-Trip and Post-Trip Inspections
OBS	15	Mirrors and Reference Points
BTW	180	Closed Course

OBS	180	Closed Course	
WEEK TWO			
DAY 6		8.0 Hours	
PDS	60	Pre-Trip and Post-Trip Inspections	
OBS	60	Pre-Trip and Post-Trip Inspections	
BTW	180	On-the-Road, subjects above	
OBS	180	On-the-Road, subjects above	
DAY 7		8.0 Hours	
PDS	60	Lift Operations	
PDS	60	Securement Systems	
OBS	60	Lift Operations	
OBS	60	Securement Systems	
BTW	120	On-the-Road, subjects above	
OBS	120	On-the-Road, subjects above	
DAY 8		8.0 Hours	
BTW	240	On-the-Road, safe driving skills	
OBS	240	On-the-Road, safe driving skills	
DAY 9		6.0 Hours	
BTW	180	On-the-Road, safe driving skills	
OBS	180	On-the-Road, safe driving skills	
DAY 10		7.0 Hours	
BTW	150	On-the-Road, Safe Driving & Routes	
OBS	150	On-the-Road, Safe Driving & Routes	
BTW	60	On-the-Road, Final Assessment	
OBS	60	On-the-Road, Final Assessment	
WEEK THREE			
DAY 11		8.0 Hours	
CDT	480	Cadet Driving with Passengers	
DAY 12		8.0 Hours	
CDT	480	Cadet Driving with Passengers	
CDT	60	Cadet Driving Evaluation	
45 and 75 Day Review			
Day 45 of Service		1 Hour	
CDT	60	On-the-Road Ride Check	
Day 75 of Service		1 Hour	
CDT	60	On-the-Road Ride Check	
Key		Course Total	
CLS	Classroom		20.33
PDS	Pre-Driving Skills		4.5
OBS	Observation		25.5
BTW	Behind the Wheel		21.0
CDT	Cadetting		16.0
TOTAL			87.33

Operator Ride-Check Form



Mode _____ Audit Date _____
 Service Provider _____ Auditor _____
 Overall Rating _____ Type _____
 Follow-up _____ Interval _____
 Follow-up Due _____

Ratings: G - Good, A = Acceptable, M - Marginal, U – Unacceptable

Operator Name _____
Badge #_Bus # _____
Weather/Visibility _____

Bus Condition _____
 Exterior Clean _____
 Interior Clean _____
 Body Damage _____

General _____
 Pre-Trip/DVIR _____
 Driver's License _____
 Badge/Uniform _____
 MDT Logged On _____
 MDT Early/Late Adherence _____
 Late Messages Sent _____
 Messages Checked _____

Safety _____
 Uses Seatbelt _____
 Uses Exterior Mirrors _____
 Uses Interior Mirrors _____
 Avoids Distractions _____
 Pedestrian Right of Way _____
 Uses Turn Signals _____
 Avoids Excess Conversation _____
 Stops for Emergency Vehicles _____
 Starts/Stops Smoothly _____
 Service Authorized Stops Only _____
 Uses Both Hands to Steer _____
 Stops for School Buses _____
 RR Crossing Procedures _____
 Accident Package (FRS Only) _____
 Turns from Appropriate Lane _____
 Scans/Clears Intersections _____
 Obeyes Traffic Controls _____
 Electronic Device Displayed _____

Speed/Clearance _____
 Speed Near Pedestrians _____
 Speed Near Bicycles _____
 Speed Near Construction _____
 Speed When Cornering _____
 Speed for Road Conditions _____
 Speed in Residential Areas _____
 Lane Clearance _____
 Overhead Clearance _____

Customer Service _____
 Greets Passengers _____
 Polite/Professional _____
 Conflict Management _____

Bus Stops _____
 Signals on Approach _____
 Pulls into Stop Properly _____
 Street Boarding _____
 Signals upon Exit _____

ADA Compliance _____
 Ramp/Lift Used _____
 Ramp/Lift Inoperable _____
 Ramp/Lift Failure called in _____
 Proper W/C Securement _____
 Offers lap/shoulder belt _____
 Announcements Made _____
 Asks Passenger Destination _____

DL#: _____

Expiration Date: _____

INCIDENT REPORT

Complete this form before leaving the incident scene.

MV INFORMATION		Division Name:	Div. #:
Date of Incident:	Time:	am or pm	State:
Driver:	Date of Hire:	SS #:	
MV Veh. #:	License Plate#:	Date of Birth:	
Year:	Make:	Vehicle Towed?:	
Location of Incident:			City:
General Direction: (Eastbound, etc)			
Closest intersection:			
No. of Passengers:		No. of Courtesy Cards Obtained:	
Vehicle Damage:			
Signal light (red, yellow, green):		Speed of Vehicles: MV:	Other #1:
Road Conditions (dry, snow, wet, icy, etc):			Other #2:
Weather Conditions (sunny, rain, fog, etc):		Day Conditions (day, dusk, night, etc):	
CLAIMANT (OTHER VEHICLE)			
Driver's Name:		DL #:	State:
Address:		City:	Zip:
Home Phone: ()		Work Phone: ()	
Vehicle Owner's Name:		Vehicle License:	State:
Address:		City:	Zip:
Home Phone: ()		Work Phone: ()	
Vehicle Make:		Model:	Year:
Describe vehicle damage:			Towed?
			Odometer:
Direction of Vehicle (Eastbound, etc)		Going Straight	Turning R/L
Estimated Speed Other Vehicle When First Noticed:		mph	
Estimated Speed Other Vehicle At Time of Collision:		mph	
Distance Traveled After Collision:		ft	
Insurance Co:		Policy #:	
Address:		Phone: ()	
Name of Occupant #1:			
Address:		Phone: ()	
Name of Occupant #2:			
Address:		Phone: ()	
CLAIMANT (Passenger)			
Name:		DL or ID #:	State:
Address:		City:	Zip:
Home Phone: ()		Work Phone: ()	
At Time of Incident Was Person		On Board	Boarding
In Wheelchair	Boarding	Deboarding	
Alighting	At Front Door	At Rear Door	Struck By Door
If a Fall, Give Location: Front Steps Front Platform Rear Steps Wheelchair Platform			
Did Person Fall Outside Bus? Yes No		If Yes, Distance from Vehicle ft	
Did Person Contact Bus in Falling Yes No			
MISCELLANEOUS INCIDENT (Disturbances, Arrests, Ejectments, Fits, Sickness, Falls Not On Company Vehicle, Near Car Collision, etc)			
Did Incident Occur on Company Vehicle Yes No		If Not, Give Distance from Company Vehicle ft	
Was Person a Passenger Prior to Incident? Yes No		Was Company Vehicle Involved? Yes No	
At Time of Collision In Crosswalk		Loading Zone	Near Curb Jaywalking
CONDITION OF EQUIPMENT			
Did Notice Any Equipment Defects? (Steps, Floors, Seats, Brakes, Lights, etc)			
Describe Defects			
Whom Did You Notify of Defects		When	

INCIDENT DESCRIPTION Explain in your own words what happened:

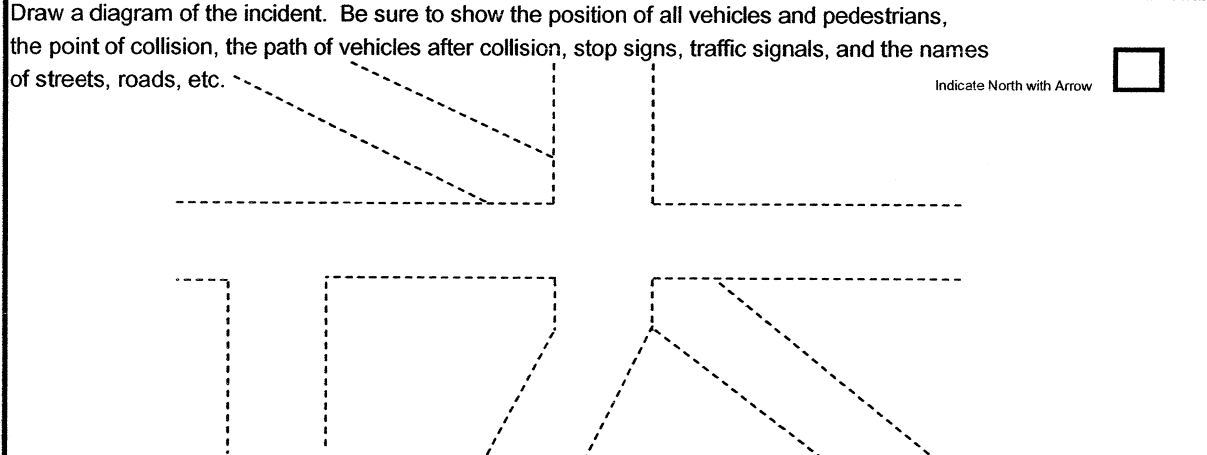
Brief Summary:

Describe in Detail:

Signature: _____
*If student was driving vehicle Instructor must sign below:

(Indicate Classification) Operator Student Other

*Instructor: _____ Date of Report: _____



How far were you from point of incident when other vehicle or pedestrian first seen _____ ft

Estimated Speed When you First Noticed Danger _____ mph How Far From Collision When You Applied Brakes _____

Estimated Speed Your Vehicle at Time of Collision _____ mph How Far Did Your Vehicle Move After Collision _____

Direction of Company Vehicle (Eastbound, etc) _____ Going Straight _____ Turning R/L _____

Location of Damage to Company Vehicle _____ Point of Contact of Company Vehicle _____

INCIDENT PHOTOS

MV: Front	Back:	Sides:	Full Scene:
Other: Front	Back:	Sides:	

POLICE INFORMATION

Officer Name: _____ Badge #: _____ Report #: _____

Police Department: _____ Was anyone cited or arrested?: _____

If yes, what are the charges? _____

PASSENGER(S) OF MVT VEHICLE

Name: _____ Phone: () _____

Address: _____ City: _____ State: _____

Name: _____ Phone: () _____

Address: _____ City: _____ State: _____

Name: _____ Phone: () _____

Address: _____ City: _____ State: _____

Name: _____ Phone: () _____

Address: _____ City: _____ State: _____

INJURIES

Name: _____	Age: _____	Sex: _____	Vehicle: _____
Injury (describe): _____			Which hospital? _____
Name: _____	Age: _____	Sex: _____	Vehicle: _____
Injury (describe): _____			Which hospital? _____
Name: _____	Age: _____	Sex: _____	Vehicle: _____
Injury (describe): _____			Which hospital? _____
Name: _____	Age: _____	Sex: _____	Vehicle: _____
Injury (describe): _____			Which hospital? _____

Daily Vehicle Inspection Forms



DAILY VEHICLE INSPECTION Report

Item # 3.

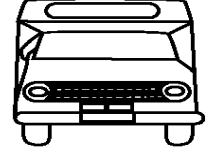
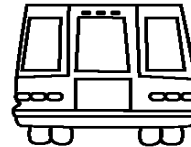
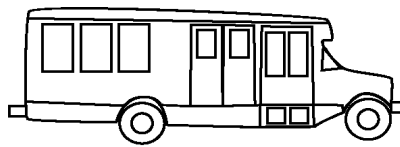
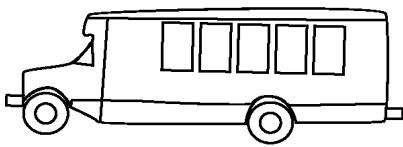
Vehicle No.	Date	Drivers Name	Start Miles	Start Time	End Miles	End Time
		1				
		2				
		3				

✓ = Satisfactory

✗ = Unsatisfactory

1	2	3	Inspection Item	1	2	3	Inspection item
			Tires and Wheels				Seats and cushions are secure
			TIRE CONDITION, TREAD DEPTH AND AIR PRESSURE				Seat belts are complete, operational and secure
			Wheels and rims for cracks, rips, welds or protruding objects.				2 way radio is complete and operational –RADIO CHECK
			LUG NUTS TIGHT, NO EXCESSIVE RUST OR DAMAGE				WINDSHIELD WIPERS OPERATIONAL
			Engine Compartment				Windshield washer operational
			ENGINE OIL				HORN OPERATIONAL
			AUTOMATIC TRANSMISSION FLUID				PASSENGER DOOR COMPLETE AND OPERATIONAL
			COOLING SYSTEM LEVEL				Valid Registration present and visible
			Windshield washer solution				Valid proof of insurance
			BRAKE FLUID LEVEL				OTHER:
			Power steering fluid level				Brakes
			Battery terminals clean, no corrosion				BRAKE PEDAL FEELS GOOD AND STOPPING PROPERLY
			Under vehicle leaks				PARKING BRAKE COMPLETE AND OPERATING PROPERLY
			Vehicle Glass				Steering and Suspension System
			Windshield has no chips or cracks				STEERING WHEEL SECURE, NO EXCESSIVE PLAY
			MIRRORS ARE COMPLETE AND IN GOOD CONDITION				Gearshift mechanism tight and working properly
			Windows complete				Safety Items
			Emergency windows complete and operable				First aid kit, fully stocked and present
			Vehicle Lighting				Triangle reflectors present and complete
			HEADLIGHTS OPERATIONAL – HIGH AND LOW BEAM				FIRE EXTINGUISHER PRESENT, FULLY CHARGED
			All Clearance lights operational & reflectors present				Vehicle accident packet present and accessible
			BRAKE LIGHTS COMPLETE AND OPERATIONAL				Body fluid kit present and accessible
			TURN SIGNALS COMPLETE AND OPERATIONAL				Wheelchair Lift
			Backup lights complete and operational				Lift free from leakage
			Backup alarm complete and audible				Lift operating properly electronically
			EMERGENCY 4 WAY FLASHERS OPERATIONAL				Lift operating properly manually
			Vehicle Interior Environment				LIFT INTERLOCK OPERATING PROPERLY
			Front & rear air conditioner complete and operational				# of Lap Belts: _____ # of Tie Downs: _____
			Front & Rear heater complete and operational				
			DEFROSTER COMPLETE AND OPERATIONAL				
			Interior				
			Clean				
Next PMS due is:				Quarts of oil added:		Gallons of fuel added:	

Please explain in detail below any problems you are having with the vehicle and when the problem occurs.



! Any items in **bold** marked unsatisfactory must be brought to the attention of the Supervisor immediately. The **bold** typeface indicates items that place a vehicle out of service.

I declare that I have properly performed a vehicle inspection on the vehicle indicated above and have inspected and marked the inspection items, listed above, accordingly.

Driver's signature Pre Trip inspection : _____

There have been no incidents or accidents with this vehicle since the above signed inspection.

Driver's signature mid trip inspection : _____

Driver's post trip inspection : _____

Reviewed

Technicians Signature: _____

Noted for repair

Shop Managers Signature: _____

Could not duplicate problem

Driver number 2, mid trip, only has to perform a walk around inspection. Only inspect items where a mark can be placed



Repaired

Draft Start-Up Schedule

Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May						
					4/19	4/26	5/3	5/10	5/17	5/24	5/31
1	Key dates	36 days	Mon 4/20/20	Mon 5/25/20							
2	Award Notification	1 day	Mon 4/20/20	Mon 4/20/20							
3	Transition Begins	1 day	Tue 4/21/20	Tue 4/21/20							
4	Contract Signed	1 day	Tue 4/28/20	Tue 4/28/20							
5	Team Captains on Site	1 day	Wed 4/29/20	Wed 4/29/20							
6	Begin Recruiting	1 day	Thu 4/30/20	Thu 4/30/20							
7	Begin Training	1 day	Thu 5/14/20	Thu 5/14/20							
8	Move into Operating Facility	1 day	Sun 5/24/20	Sun 5/24/20							
9	Service Starts	1 day	Mon 5/25/20	Mon 5/25/20							
10	Contract	11 days	Tue 4/21/20	Fri 5/1/20							
11	City to provide Draft Contract	1 day	Tue 4/21/20	Tue 4/21/20							
12	Negotiate Terms	3 days	Wed 4/22/20	Fri 4/24/20							
13	Present Final Draft	1 day	Mon 4/27/20	Mon 4/27/20							
14	Confirm Penalties/Bonuses	1 day	Mon 4/27/20	Mon 4/27/20							
15	Contract Signing	0 days	Tue 4/28/20	Tue 4/28/20							
16	Obtain Countersigned Contracts	3 days	Wed 4/29/20	Fri 5/1/20							
17	Obtain & Provide Insurance Certificates	3 days	Wed 4/29/20	Fri 5/1/20							
18	Transition Planning	6 days	Wed 4/29/20	Mon 5/4/20							
19	Develop Transition Plan	1 day	Wed 4/29/20	Wed 4/29/20							
20	Discuss Transition Plan with City	1 day	Thu 4/30/20	Thu 4/30/20							
21	Discuss Transitional Offices/Equipment	1 day	Thu 4/30/20	Thu 4/30/20							
22	Transition Office Available	1 day	Fri 5/1/20	Fri 5/1/20							
23	Transition Team Captains on Site	1 day	Thu 4/30/20	Thu 4/30/20							
24	Transition Staff on Site	4 days	Fri 5/1/20	Mon 5/4/20							
25	Transition Meetings	17 days	Sun 5/3/20	Tue 5/19/20							
26	Weekly Team Transition Meetings	15 days	Mon 5/4/20	Mon 5/18/20							
30	Weekly meetings with City	15 days	Tue 5/5/20	Tue 5/19/20							
34	Passenger Transition Committee	15 days	Sun 5/3/20	Sun 5/17/20							
38	Public Meetings and Community Outreach	11 days	Tue 5/5/20	Fri 5/15/20							
39	Obtain List of Public Meetings Required to Attend	1 day	Tue 5/5/20	Tue 5/5/20							

Project: City of Sandy Date: Tue 3/31/20 MV Transportation, Inc.	Task		Inactive Task		Manual Summary	
	Split		Inactive Task		Start-only	
	Milestone		Inactive Milestone		Finish-only	
	Summary		Inactive Summary		Progress	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only			
	External Milestone		Manual Summary Rollup			

Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	4/19	4/26	5/3	5/10	5/17	5/24	5/31
40	Discuss City Notification Protocol	1 day	Wed 5/6/20	Wed 5/6/20							
41	Develop City Contact Protocol	1 day	Thu 5/7/20	Thu 5/7/20							
42	Develop MV Staff Contact Protocol	1 day	Fri 5/8/20	Fri 5/8/20							
43	MV/City to Produce Hand-Out & Mailer	5 days	Mon 5/11/20	Fri 5/15/20							
44	Policy and Procedures	20 days	Wed 4/22/20	Mon 5/11/20	Policy and Procedures						
45	Post Legal Posters	1 day	Fri 5/1/20	Fri 5/1/20							
46	Establish Job Descriptions	1 day	Wed 4/22/20	Wed 4/22/20							
47	Establish Minimum Hiring Criteria	1 day	Wed 4/22/20	Wed 4/22/20							
48	Develop Confidentiality Procedures	2 days	Wed 4/22/20	Thu 4/23/20							
49	Order Employee Handbooks	20 days	Wed 4/22/20	Mon 5/11/20							
50	Order Training Books	20 days	Wed 4/22/20	Mon 5/11/20							
51	Establish Complaint Investigation Procedure	2 days	Wed 4/22/20	Thu 4/23/20							
52	Develop Securement Guidelines for Manual	1 day	Fri 4/24/20	Fri 4/24/20							
53	Develop Road Call Procedures	3 days	Sat 4/25/20	Mon 4/27/20							
54	Review Accident Procedures	1 day	Tue 4/28/20	Tue 4/28/20							
55	Implement Attendance Tracking System	2 days	Wed 4/29/20	Thu 4/30/20							
56	Develop Extra Board (Office Staff) Procedures	1 day	Fri 5/1/20	Fri 5/1/20							
57	Develop Pull-Out Inspection Log	1 day	Mon 5/4/20	Mon 5/4/20							
58	Establish Contract Compliance Audit Systems	3 days	Tue 5/5/20	Thu 5/7/20							
59	Develop Road-Check Form	1 day	Tue 5/5/20	Tue 5/5/20							
60	Customize SSEPP & SSPP	3 days	Tue 5/5/20	Thu 5/7/20							
61	Confirm ID Badge Requirements	1 day	Fri 5/8/20	Fri 5/8/20							
62	Confirm Uniform Requirements	1 day	Fri 5/8/20	Fri 5/8/20							
63	Establish Uniform Policy	1 day	Mon 5/11/20	Mon 5/11/20							
64	Labor Relations	10 days	Thu 4/30/20	Sat 5/9/20	Labor Relations						
65	Recruit Incumbent Team	10 days	Thu 4/30/20	Sat 5/9/20	Recruit Incumbent Team						
66	Develop Presentation Package for Existing Employees	1 day	Thu 4/30/20	Thu 4/30/20							
67	Employee Meetings	4 days	Thu 4/30/20	Mon 5/4/20							
73	Obtain List of Employee Mailing Addresses	5 days	Thu 4/30/20	Mon 5/4/20							
74	Obtain Seniority List(s)	2 days	Thu 4/30/20	Fri 5/1/20							

Project: City of Sandy Date: Tue 3/31/20 MV Transportation, Inc.	Task		Inactive Task		Manual Summary	
	Split		Inactive Task		Start-only	
	Milestone		Inactive Milestone		Finish-only	
	Summary		Inactive Summary		Progress	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only			
	External Milestone		Manual Summary Rollup			

Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May							
					4/19	4/26	5/3	5/10	5/17	5/24	5/31	
75	Develop Employee Roster to Track Job Offers	1 day	Fri 5/1/20	Fri 5/1/20								
76	Qualify Incumbent Team	10 days	Thu 4/30/20	Sat 5/9/20								
77	Obtain Applications from Existing Personnel	10 days	Thu 4/30/20	Sat 5/9/20								
78	Obtain MVRs for Current Employees	10 days	Thu 4/30/20	Sat 5/9/20								
79	Obtain City Reference Checks	10 days	Thu 4/30/20	Sat 5/9/20								
80	Order Criminal Record Checks for Current Employees	10 days	Thu 4/30/20	Sat 5/9/20								
81	Perform D&A Testing	10 days	Thu 4/30/20	Sat 5/9/20								
82	Interview for New Employees & Staff	10 days	Thu 4/30/20	Sat 5/9/20								
83	Obtain Training Docs from Existing Employer	10 days	Thu 4/30/20	Sat 5/9/20								
84	Make Offer to All Existing Employees Meeting Min. Req.	10 days	Thu 4/30/20	Sat 5/9/20								
85	Recruit Remaining Employees	26 days	Thu 4/30/20	Mon 5/25/20								
86	Place Recruitment Ads	26 days	Thu 4/30/20	Mon 5/25/20								
87	Qualify New Hires	14 days	Fri 5/1/20	Thu 5/14/20								
88	Obtain Applications from New Personnel	14 days	Fri 5/1/20	Thu 5/14/20								
89	Interview for New Employees & Staff	14 days	Fri 5/1/20	Thu 5/14/20								
90	Obtain MVRs for New Employees	14 days	Fri 5/1/20	Thu 5/14/20								
91	Obtain Reference Checks	14 days	Fri 5/1/20	Thu 5/14/20								
92	Order Criminal Record Checks for New Hires	14 days	Fri 5/1/20	Thu 5/14/20								
93	Perform D&A Testing	14 days	Fri 5/1/20	Thu 5/14/20								
94	Make Offers to New Employees	14 days	Fri 5/1/20	Thu 5/14/20								
95	Driver Training	20 days	Mon 5/4/20	Sat 5/23/20								
96	Resolve BTW Training/Vehicle Availability	2 days	Mon 5/4/20	Tue 5/5/20								
97	Training Vehicles On-Site	1 day	Wed 5/6/20	Wed 5/6/20								
98	Trainers On-Site	1 day	Thu 5/7/20	Thu 5/7/20								
99	Publish Driver Training Schedules	1 day	Fri 5/8/20	Fri 5/8/20								
100	Incumbent Driver Training - In Service Observation	3 days	Mon 5/11/20	Wed 5/13/20								
101	Incumbent Driver Training - Orientation/Classroom	7 days	Thu 5/14/20	Wed 5/20/20								
102	New Driver Training	10 days	Thu 5/14/20	Sat 5/23/20								

Project: City of Sandy
Date: Tue 3/31/20
MV Transportation, Inc.

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May							
					4/19	4/26	5/3	5/10	5/17	5/24	5/31	
103	Staff Training	16 days	Fri 5/8/20	Sat 5/23/20								
104	Publish Staff Training Schedules	1 day	Fri 5/8/20	Fri 5/8/20								
105	Incumbent Staff Training - In Service Observation	3 days	Mon 5/11/20	Wed 5/13/20								
106	Incumbent Staff Training - Orientation/Classroom	5 days	Thu 5/14/20	Mon 5/18/20								
107	New Staff Training	10 days	Thu 5/14/20	Sat 5/23/20								
108	Budgeting and Finance	35 days	Tue 4/21/20	Mon 5/25/20								
109	Review and Monitor Start-Up Budget	35 days	Tue 4/21/20	Mon 5/25/20								
110	Verify State Taxes	1 day	Tue 4/21/20	Tue 4/21/20								
111	Identify Local DBEs	10 days	Wed 4/22/20	Fri 5/1/20								
112	Review Billing Issues	3 days	Wed 4/22/20	Fri 4/24/20								
113	Prepare and Review Budget	3 days	Mon 4/27/20	Wed 4/29/20								
114	Cash Box/Safe/Bank Deposit	0 days	Wed 4/29/20	Wed 4/29/20								
115	Confirm Insurance Certificates	2 days	Thu 4/30/20	Fri 5/1/20								
116	Establish Workers Comp Program	2 days	Mon 5/4/20	Tue 5/5/20								
117	Confirm Claims Protocols	3 days	Wed 5/6/20	Fri 5/8/20								
118	Schedule Routine Audits of Accounting Systems	2 days	Mon 5/11/20	Tue 5/12/20								
119	HR/Payroll & Benefits	30 days	Wed 4/22/20	Thu 5/21/20								
120	Set up Division in Lawson	2 days	Wed 4/22/20	Thu 4/23/20								
121	Establish TripEdit Payroll Link	4 days	Fri 4/24/20	Mon 4/27/20								
122	Test All Accounting System Programs	5 days	Tue 4/28/20	Sat 5/2/20								
123	Establish Payroll Protocols/Systems	2 days	Mon 5/4/20	Tue 5/5/20								
124	Test Payroll Link to TripEdit	3 days	Wed 5/6/20	Fri 5/8/20								
125	Identify Payroll and Benefits Corporate Liaison	1 day	Mon 5/11/20	Mon 5/11/20								
126	Establish Wage Scales	1 day	Tue 5/12/20	Tue 5/12/20								
127	Establish Benefits Package	2 days	Wed 5/13/20	Thu 5/14/20								
128	Establish Benefits Roll-Over for Existing Personnel	2 days	Fri 5/15/20	Sat 5/16/20								
129	Establish Vacation Accrual System	2 days	Mon 5/18/20	Tue 5/19/20								
130	Review Workers Comp Process	2 days	Wed 5/20/20	Thu 5/21/20								
131	Uniforms & ID Badges	14 days	Sat 5/9/20	Fri 5/22/20								
132	Order New Uniforms	14 days	Sat 5/9/20	Fri 5/22/20								

Project: City of Sandy Date: Tue 3/31/20 MV Transportation, Inc.	Task		Inactive Task		Manual Summary	
	Split		Inactive Task		Start-only	
	Milestone		Inactive Milestone		Finish-only	
	Summary		Inactive Summary		Progress	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only			
	External Milestone		Manual Summary Rollup			

Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May							
					4/19	4/26	5/3	5/10	5/17	5/24	5/31	
133	Produce and Issue ID Badges	14 days	Sat 5/9/20	Fri 5/22/20								
134	Equipment & Facilities	34 days	Tue 4/21/20	Sun 5/24/20								
135	Facility	33 days	Wed 4/22/20	Sun 5/24/20								
136	Identify temporary facility for Startup	1 day	Wed 4/22/20	Wed 4/22/20								
137	Move Into New Facility	0 days	Sun 5/24/20	Sun 5/24/20								
138	Procure any necessary office furniture or equipment not provided	1 day	Sun 5/24/20	Sun 5/24/20								
139	Revenue Vehicle Fueling & Maintenance	32 days	Tue 4/21/20	Fri 5/22/20								
140	Schedule Vehicle & Equipment Inventory	1 day	Tue 4/21/20	Tue 4/21/20								
141	Develop Vehicle Transition Schedule	1 day	Wed 4/22/20	Wed 4/22/20								
142	Preliminary Inventory Equipment Evaluation	3 days	Thu 4/23/20	Sat 4/25/20								
143	Equipment Repairs	10 days	Mon 4/27/20	Wed 5/6/20								
144	Final Inventory Evaluation	1 day	Thu 5/7/20	Thu 5/7/20								
145	Sign-Off on Inventory	1 day	Fri 5/8/20	Fri 5/8/20								
146	Enter Mileage Data for Fleet	2 days	Sat 5/9/20	Sun 5/10/20								
147	Plan 1st Month PM Schedule	1 day	Mon 5/11/20	Mon 5/11/20								
148	Ensure new VINs Provided to Legal	1 day	Tue 5/12/20	Tue 5/12/20								
149	Order Spare Fire Extinguishers, First Aid Kits, Securements, and Lap Belts	10 days	Wed 5/13/20	Fri 5/22/20								
150	Confirm Vehicle Deployment Plan	2 days	Mon 5/18/20	Tue 5/19/20								
151	Confirm Cleaning Crew Staffing Plan	2 days	Mon 5/18/20	Tue 5/19/20								
152	Review Communications System Needs	25 days	Mon 4/27/20	Thu 5/21/20								
153	Procure Radio Equipment	5 days	Mon 4/27/20	Fri 5/1/20								
154	Radio Equipment Delivered	10 days	Mon 5/4/20	Wed 5/13/20								
155	Radio Equipment Installed	4 days	Thu 5/14/20	Sun 5/17/20								
156	Radio Equipment Tested	4 days	Mon 5/18/20	Thu 5/21/20								
157	Confirm Equipment Contingency Plan	2 days	Mon 5/18/20	Tue 5/19/20								
158	Confirm Road Call Protocol	2 days	Mon 5/18/20	Tue 5/19/20								
159	Information Systems and Technology Systems	32 days	Tue 4/21/20	Fri 5/22/20								
160	Computer Equipment	26 days	Tue 4/21/20	Sat 5/16/20								
161	Confirm Specifications on Hardware	1 day	Tue 4/21/20	Tue 4/21/20								

Project: City of Sandy Date: Tue 3/31/20 MV Transportation, Inc.	Task		Inactive Task		Manual Summary	
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Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May						
					4/19	4/26	5/3	5/10	5/17	5/24	5/31
162	Procure Hardware	10 days	Wed 4/22/20	Fri 5/1/20							
163	Install and Set Up all Equipment	5 days	Sat 5/2/20	Wed 5/6/20							
164	Connect to MV Network	1 day	Thu 5/7/20	Thu 5/7/20							
165	Confirm Communications Methods	1 day	Fri 5/8/20	Fri 5/8/20							
166	Train Staff	5 days	Sat 5/9/20	Wed 5/13/20							
167	Procure Any Additional Equipment Needed	3 days	Thu 5/14/20	Sat 5/16/20							
168	Establish Dispatch/Reservations Communication	18 days	Tue 4/21/20	Fri 5/8/20							
169	Develop Communication Protocol Between Departments	4 days	Tue 4/21/20	Fri 4/24/20							
170	Establish On-Street Reporting System	4 days	Mon 4/27/20	Thu 4/30/20							
171	Ensure Standard Back-Up Protocols In Place	4 days	Fri 5/1/20	Mon 5/4/20							
172	Test Back-Up Procedures	4 days	Tue 5/5/20	Fri 5/8/20							
173	Trip Sheet/Runcut Review	13 days	Mon 5/4/20	Sat 5/16/20							
174	Obtain Current Manifests / Paddles	3 days	Mon 5/4/20	Wed 5/6/20							
175	Review for Complete Data Content	2 days	Thu 5/7/20	Fri 5/8/20							
176	Review Need for Changes	3 days	Sat 5/9/20	Mon 5/11/20							
177	Identify Potential Service Route	2 days	Tue 5/12/20	Wed 5/13/20							
178	Identify Productivity Maximization	3 days	Thu 5/14/20	Sat 5/16/20							
179	Data Verification/Audit	12 days	Mon 5/11/20	Fri 5/22/20							
180	Establish Rider File Verification Protocol	2 days	Mon 5/11/20	Tue 5/12/20							
181	Establish Daily Record Keeping Protocol	2 days	Wed 5/13/20	Thu 5/14/20							
182	Establish Fare Reconciliation System	4 days	Fri 5/15/20	Mon 5/18/20							
183	Execute Data Verification Analysis	4 days	Tue 5/19/20	Fri 5/22/20							
184	Reporting Requirements	17 days	Mon 5/4/20	Wed 5/20/20							
185	Clarify NTD Reporting Needs	3 days	Mon 5/4/20	Wed 5/6/20							
186	Define Monthly Report Requirements	5 days	Thu 5/7/20	Mon 5/11/20							
187	Review On-Time Reporting Calculations	2 days	Tue 5/12/20	Wed 5/13/20							
188	Develop No-Fare Reporting Requirements	2 days	Thu 5/14/20	Fri 5/15/20							
189	Review Report Due Dates	3 days	Sat 5/16/20	Mon 5/18/20							
190	Establish Daily/Monthly Invoice Systems	2 days	Tue 5/19/20	Wed 5/20/20							
191	Logistics and Routing	12 days	Mon 5/11/20	Fri 5/22/20							

Project: City of Sandy Date: Tue 3/31/20 MV Transportation, Inc.	Task		Inactive Task		Manual Summary	
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Draft Implementation Schedule Transit Operations Services for the City of Sandy

ID	Task Name	Duration	Start	Finish	May							
					4/19	4/26	5/3	5/10	5/17	5/24	5/31	
192	Obtain Estimated Daily Work Schedule	2 days	Mon 5/11/20	Tue 5/12/20								
193	Develop Procedures for Notifying Employees of Schedules	1 day	Wed 5/13/20	Wed 5/13/20								
194	Draft Staffing Requirements/Schedule	3 days	Thu 5/14/20	Sat 5/16/20								
195	Conduct Final Dry Run Meetings	5 days	Mon 5/18/20	Fri 5/22/20								



Project: City of Sandy
Date: Tue 3/31/20
MV Transportation, Inc.

Task		Inactive Task		Manual Summary	
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External Tasks		Duration-only			
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Vehicle Acceptance Agreement Standards



VEHICLE ACCEPTANCE AGREEMENT STANDARDS

Prior to acceptance of any vehicle by MV, a detailed inspection will take place 60 days prior, a follow up inspection 30 days prior and a final inspection 15 days prior to start-up with representatives of the MV and Client agreeing upon damage and wear.

Client and MV agree that vehicles will be delivered to MV in good condition and with each vehicle meeting or exceeding the following specifications for the first 30 days of vehicle acceptance by MV:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be of the same manufacturer and model. All tires will be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by Client.
5. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
6. All vehicle lights shall be in working order.
7. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
8. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
9. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition to include inspection on Diesel Emission Control Systems (DECS) Diesel Particulate Filters. An opacity test will be performed during the turn over inspection process. Vehicles which do not pass will need to be repaired and

retested prior to acceptance. Vehicles shall have current state emission certification, if so required.

10. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, Client shall supply documentation of rebuilder and assure MV that engine rebuild meets manufacturers specifications.
11. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, Client shall supply documentation of rebuilder and assure MV that transmission rebuild meets manufacturer's specifications.
12. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
13. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers specifications.
14. All brake linings, drums and rotors shall meet manufacturers specifications and shall have at least 50% life remaining as measured in 3/32nds of an inch. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
15. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
16. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
17. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
18. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
19. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of MV in this Agreement and state requirements.
20. Vehicles will have all current required state inspection and registration certificates, if required.
21. Client will provide a copy of most recent CHP or DOT inspection results.
22. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers requirements.

- 22. All vehicle repair and inspection records shall be delivered with the vehicles.
- 23. All glass shall be free from chips, scratches and cracks.
- 24. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
- 25. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

In order to ensure compliance with the above requirements, the following procedures will be used by Client and MV:

At a place and time mutually agreed to by Client and MV, which shall occur approximately 60, 30 & 15 days prior to the start of service by Contractor under this Agreement, Client and MV, shall jointly inspect the vehicles to be provided by Client to MV. During such inspection, defects to vehicles shall be noted.

After the initial inspection, Client shall ensure that all defects noted are repaired prior to MV starting service under the terms of this Agreement.

Upon delivery of the vehicles to MV, Client and MV will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this Section.

In the event the final inspection reveals defects in the vehicles as specified in this Section, then Client will have these items repaired or authorize MV to repair the items at the rate of **\$75.00 per hour labor plus parts / materials / supplies and sublet repairs at 15% above MV's cost** as required to repair defects. If necessary, additional maintenance personnel will be brought in to assist with completing repairs, their travel, meal and lodging expenses will also be paid by the client.

The forms on the following page are utilized during this initial inspection:

Signed: _____ Date: _____
(Client)

Signed: _____ Date: _____
(MV Transportation)

MV's Employee Handbook



MV Transportation Employee Handbook

Issue Date
January 1, 2018

WELCOME TO MV TRANSPORTATION..... 1

Mission Statement and Values 2

 Mission Statement..... 2

 Our Values 2

Purpose of Employee Handbook..... 2

Nature of Our Business 3

At-Will Employment..... 3

Equal Employment Opportunity..... 3

Accommodations for Disabilities, Work Restrictions and Religion 4

Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans 5

Anti-Harassment/Anti-Discrimination Policy 5

Immigration Law Compliance 7

Open Door Policy..... 8

Introductory Period..... 8

Employment Categories..... 8

 Full-time 8

 Part-time 9

 Temporary..... 9

Safety Sensitive Functions 9

Compensation and Payroll Practices..... 10

 Wages and Benefits 10

 Payroll Status..... 10

 Hourly employees..... 10

 Salaried employees 10

 Payroll Period & Pay Dates 10

 Time Recording..... 10

 Overtime 11

 Reporting Errors..... 11

 Pay Adjustments 12

 Operator Payroll Procedures 12

 Payroll Deductions 12

 Compensation for Meetings/Training/Drug Testing..... 12

 Travel Time 13

 Length of Service 13

 What to Do If You Have Questions about Compensation and Payroll Practices 13

Hours of Work..... 13

 Work Schedules 13

 Rest and Meal Periods 13

Attendance and Punctuality..... 13

 Salaried employees..... 14

 Hourly Employees 14

 Excused Absence 14

 Unexcused Absence 15

 Tardiness 15

 Disciplinary Guidelines for Attendance 15

 Clean Slate 16

 Company Meeting Attendance 16

 Attendance Policy for Non-Exempt Introductory Employees..... 16

 Attendance Policy for Exempt Employees 16

- Job Abandonment 16
- Emergency Closings and Seasonal Work..... 16
- Employee Benefits 17
 - Health, Dental and Vision Insurance 17
 - 401(k)..... 17
 - Paid Time Off 17
 - Vacation Cash-Out Policy 17
 - Paid Holidays 18
- Leave Policies..... 18
 - Workers' Compensation 19
 - Reporting Employee Injuries or Illnesses..... 20
 - Family and Medical Leave..... 20
 - Eligibility for Family and Medical Leave. 20
 - Types of Family and Medical Leave Available. 20
 - How and When to Request Leave. 21
 - Medical Certification Requirement. 21
 - Amount of Leave Available. 22
 - How the Amount of Leave is Calculated. 22
 - Benefit Continuation. 23
 - Reinstatement. 23
 - Pay Status. 23
 - Fitness for Duty. 23
 - Status Update..... 24
 - Fraudulent Use of Leave. 24
 - Bereavement..... 24
 - Jury Duty..... 24
 - Administrative Leave 25
- Employee Performance and Conduct Policies..... 25
 - Performance Appraisals 25
 - Conflicts of Interest 25
 - Reference Checks..... 25
 - Outside Employment..... 25
 - Hiring of Relatives 26
 - Anti-Fraternization Policy 26
 - Confidentiality and Proprietary Information..... 26
 - Electronic Data Systems Policy 27
 - Software Code of Ethics 28
 - Social Media Policy 28
 - Workplace Violence..... 31
 - Weapons Policy 31
- Discipline 32
 - Minor Violations 33
 - Major Violations..... 33
 - Vehicle Citations 35
 - Personal Appearance..... 35
 - Smoking 35
 - Solicitation..... 36
 - Confidentiality of Information 36
 - Security Inspections 36
 - Employee Personnel Files..... 36

Safety and Incident Policies 37

- Safety Hotline 37
- Incident 37
- Incident Reporting 37
- Major Safety Incidents 38
- Minor Safety Incidents 38
- Subrogation of Incident or Injury Claims 39
- Safety Investigation Leave 39
- Electronic Systems 39
- Safety Point System 39
- Preventability of Incidents and Injuries 40
- Disciplinary Action 40
- Accruing Safety Points 40
- Maximum Allowable Safety Points 41
- Safety Point Hearing 42
- Retraining 42
- MVR Records 42
- Statements at the Scene of an Incident 43
- Leaving the Scene of an Incident or Injury 43
- Safety Inspections 43
- Wheelchair Lift Deployment 44
- Safety Meetings 44
- Return of Property 44
- Use of Personal Cell Phones and other Electronic Devices 44
- Preparedness for Work and Alertness Management 44

APPENDIX 1 45

APPENDIX 2 47

WELCOME TO MV TRANSPORTATION

As you begin your employment with MV Transportation, we welcome you to our organization and invite you to read and become familiar with the contents of this handbook. We believe you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over four decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible because it should answer many of your initial and ongoing questions about your employment. This handbook has been developed by MV Transportation to promote understanding, cooperation, and good communication. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or Human Resources for explanation or clarification.

THIS HANDBOOK GENERALLY DESCRIBES SOME OF MV TRANSPORTATION'S CURRENT POLICIES AND PROCEDURES. **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.** NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS HANDBOOK AT ANY TIME, UNLESS OTHERWISE PROVIDED UNDER THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, ARBITRATION AGREEMENT, OR OTHER VALID CONTRACT. THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS. HOWEVER, IF YOU ARE COVERED BY A COLLECTIVE BARGAINING AGREEMENT ("CBA"), TO THE EXTENT THERE ARE ANY DISCREPANCIES BETWEEN THIS HANDBOOK AND THE CBA, THE CBA WILL CONTROL.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.



Kevin Jones
Chief Executive Officer

Mission Statement and Values

Mission Statement

We deliver innovative transportation solutions that provide freedom of movement, safety and a customer experience that is second to none.

Our Values

We are a people business and the word “RESPECT” best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

R espect	Let courtesy, warmth, empathy and kindness drive your behaviors
E thics	Simply put, do the right thing
S afety	Nothing is more important than safety
P rofitable Growth	Positive financial performance of our Company
E xcellence	Quality and integrity are our backbone
C elebration & Collaboration	It is all about teamwork and recognizing each other and our accomplishments
T alent & Innovation	We are the best at what we do and the service we provide

Purpose of Employee Handbook

This employee handbook has been drafted as a guideline for our employees. It describes the Company’s general philosophy and some of its current policies and procedures, but it is not intended to be all-inclusive. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, the Company reserves the right to amend, withdraw, supplement, or modify any terms or conditions of employment, at any time and for any reason, without prior notice, whether stated in the handbook or established through employment practices or other employment policies, except for the Company policy regarding at-will employment which may only be modified as described below.

While the Company will generally follow the guidelines stated in this handbook, you should understand that it does not constitute a contract between you and the Company. The Company may deviate from these guidelines where federal, state

or local law has specific requirements which the Company must adhere to or follow. This Handbook contains some of the authorized employment policies of the Company and supersedes any other versions. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

Nature of Our Business

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

At-Will Employment

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company, with or without notice, for any lawful reason. This also means your terms and conditions of employment, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, hours, and location of work may be changed with or without cause or notice at the Company's sole discretion. The at-will employment relationship cannot be changed, and no employee of the Company is employed for any specific time period, unless he or she has or is covered by a written agreement signed by the CEO, CHRO or if otherwise required by law. No person other than the CEO or CHRO is authorized to enter into any employment agreement for a specified term with any employee.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship, including the terms and conditions of your employment, is governed by that Agreement.

Equal Employment Opportunity

As a government contractor, MV's employment policy is to provide equal opportunity to all persons and to require affirmative action to ensure equality of opportunity in all aspects of employment. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or employees who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges or an OFCCP proceeding, oppose unlawful employment practices, or assert any other rights protected by law.

MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force.

Accommodations for Disabilities, Work Restrictions and Religion

MV takes affirmative steps to employ and advance qualified individuals with disabilities at all levels of employment. MV Transportation will make a reasonable accommodation for the known physical or mental limitations of otherwise qualified individuals with a disability and/or who are otherwise physically restricted in the job duties they can perform, unless the accommodation would impose an undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Reasonable accommodation means any change or adjustment to a job or work environment that permits an otherwise qualified applicant or employee with a disability or work-related restrictions to participate in the job application process or to perform the essential functions of a job. Individuals seeking accommodations must make the request to their supervisor and to the Human Resources Department. Supervisors or managers who are notified of a request for accommodation must immediately forward the request to the Human Resources Department.

MV Transportation will also attempt to make reasonable accommodations for employee observance of sincerely held religious beliefs. All requests for a religious accommodation should also be directed to the supervisor and the Human Resources Department. Supervisors or managers who are notified of a request for an accommodation must forward all requests for a religious accommodation to the Human Resources Department.

Once a request for an accommodation is received, the request will be analyzed in order to aid in the determination of a reasonable accommodation. This interactive process may require additional documentation and/or communications with or between the employee, management, and/or the Human Resources Department, including obtaining more information regarding the requested accommodation and/or the reason for the accommodation and an assessment of any and all restrictions, in order to evaluate possible accommodations and the feasibility of proposed accommodations. All requests for accommodations will be considered and resolved on a case by case basis in accordance with applicable law.

Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans

MV's employment policy prohibits job discrimination and requires affirmative action to employ and advance disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized) and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

Anti-Harassment/Anti-Discrimination Policy

All Company employees have a right to work in an environment free from all forms of unlawful discrimination and harassment. Consistent with the Company's respect for the rights and dignity of each employee, discrimination and harassment based on race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by applicable law, will not be tolerated. This includes harassment and discrimination by any MV employee, or a contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made as either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee; or (c) such conduct has the purpose or effect of interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment pursuant to applicable law. Sexual harassment can specifically include but is not limited to: unwelcome sexual flirtations, advances, or propositions; requests for sexual favors; verbal abuse of a sexual nature, obscene language, off-color jokes, verbal commentary about an individual's body, sexual innuendo, and gossip about sexual relations; the display of derogatory or sexually suggestive pictures, posters, cartoons, drawings, or objects, or suggestive notes or letters; visual conduct such as leering or making gestures; sexually suggestive comments about an individual's body or body parts, or sexual degrading words to describe an individual; unwelcome touching of a sexual nature such as patting, pinching or brushing against another's body; any other physical or verbal conduct of a sexual nature by supervisors, fellow coworkers, or others in the workplace; sending offensive e-mails to coworkers with sexually suggestive comments or sexually degrading words; and viewing inappropriate materials such as pornography in the workplace or during work hours.

2. Harassment on the basis of any protected characteristic is strictly prohibited. In general, statements or physical conduct relating to a person's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other status which is protected by applicable law constitutes harassment when it:
 - a. has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
 - b. has the purpose or effect of unreasonably interfering with an individual's work performance; or
 - c. otherwise adversely affects an individual's employment pursuant to applicable law.
3. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.
4. All supervisors are responsible for assuring that no employee is unlawfully discriminated against or subjected to conduct that constitutes sexual or any other form of harassment.
5. An individual found to have engaged in inappropriate conduct, including discrimination, sexual harassment, or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.
6. Any employee who believes that he or she has been the subject of inappropriate conduct, including discrimination, sexual harassment, or any other form of harassment, or who has observed any such conduct should, and is strongly encouraged, to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline, 877-687-2338.
7. Any complaint of harassment or discrimination should include details of the incident(s) or conduct, names of individuals involved, and the names of any witnesses. Supervisors and managers should immediately refer all harassment complaints to Human Resources.
8. If at any time an employee feels their report of discrimination and/or harassment is not being properly addressed, they are free, and strongly encouraged, to make an additional report to any of the individuals or the Open Door Hotline identified above.

9. A prompt and thorough investigation of the alleged discrimination and/or harassment will be conducted, and appropriate corrective and/or disciplinary action will be taken, if warranted. Complaints will be treated as confidential to the extent possible.
10. Refusal to cooperate in an investigation of harassment or discrimination or initiating a complaint in bad faith is also prohibited and may result in disciplinary action, including termination.
11. The Company will not in any way retaliate against an employee, applicant, or former employee who, in good faith, makes a complaint or report of discrimination or harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated. Retaliation includes any adverse employment action because the employee complained about or resisted harassment, discrimination, or retaliation, or has cooperated in an investigation.
12. Any employee who believes that he or she has been retaliated against should immediately report it using the reporting procedure described above. Any report of retaliation by the one accused of discrimination or harassment, or by any other employee, including supervisors or managers, will also be promptly and thoroughly investigated in accordance with the procedures outlined above. If a complaint of retaliation is substantiated, appropriate corrective and/or disciplinary action will be taken.

The contact information for the federal and state agencies that enforce the laws against unlawful discrimination and harassment in the states of California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors are listed in Appendix 1 to this Handbook. Please understand utilizing the Company's reporting procedures set forth above does not prevent you from filing a complaint with a federal or state agency.

Immigration Law Compliance

MV complies with the applicable immigration laws where it does business, including with the Immigration Reform and Control Act of 1986. MV is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

Open Door Policy

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern or complaint about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email us at employee.relations@mvtransit.com. You can also write to us at MV Transportation, 2711 N. Haskell Avenue, Ste 1500, LB-2, Dallas, TX 75204. Address your letter to the Chief Human Resources Officer.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

Introductory Period

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee's performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. However, because employment at MV Transportation is "at-will", both during and after the Introductory Period, the Company has no obligation to retain you either during or after you have completed your introductory period unless otherwise required by applicable bargaining agreement or by law.

Employment Categories

Full-time

Full-time employees are those who are regularly scheduled to work at least 30 hours or more per week. Generally, regular, full-time employees may be eligible for some or all of the Company's benefit plans, subject to the terms, conditions, and limitations of each benefit plan/program. For purposes of determining benefits eligibility, the definition or standard for full-time may be different.

Part-time

Part-time employees are those who are regularly scheduled to work less than 30 hours per week. This generally includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are generally ineligible for many of the Company's other benefit plans/programs.

Temporary

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an "at-will" relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are generally ineligible for the Company's other benefit plans/programs.

Safety Sensitive Functions

While all employees are responsible for strictly adhering to all rules and policies affecting the safety of the workplace, our customers and employees, the following functions are considered to be "safety sensitive":

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are "safety sensitive":

- Driver
- Mechanic and other maintenance personnel
- Reservationist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager

Compensation and Payroll Practices

Wages and Benefits

Each location of the Company has a wage and benefit structure, which is subject to change. A printed summary is posted at each location setting forth the current wage and benefit information for your location and will be made available to you upon request. If you are covered by a collective bargaining agreement, it will describe the wages and benefits for members of the bargaining unit. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

Payroll Status

Hourly employees

A hourly employee (whether full or part time) is paid for actual hours worked and is entitled to overtime pay in accordance with applicable state and federal laws.

Salaried employees

Salaried employees are generally not eligible for overtime pay and receive a weekly salary, regardless of the amount of hours they work that is paid every pay period.

Payroll Period & Pay Dates

For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday unless otherwise required by bargaining agreement or state law. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your payment on the preceding Thursday or the last business day before the holiday. Each payment covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

Time Recording

If you are an hourly employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Hourly employees must accurately record all time worked and should not work any time that is not authorized by their supervisors. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are directed to do so. If you have any questions about when or how many hours you are expected to work, contact your supervisor.

It is a violation of our policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If anyone directs or encourages you to work “off the clock,” incorrectly report your hours, or to alter another employee’s time records, you should report the incident immediately to your supervisor, any member of management, the Human Resources Department, or the Open Door Hotline at 877-687-2338.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

Overtime

Hourly employees will be paid overtime *pay (generally, time and one-half their regular rate of pay)* for all hours worked in excess of 40 **hours** in one workweek and as otherwise required by applicable state, federal, or local law (including without limitation daily overtime **and double time as** required by state or local law). **Hours for which you are paid pursuant to the Company’s PTO, Vacation, Holiday Pay, or other applicable policies will not be used for purposes of calculating overtime. The Company prohibits “comp time” as a replacement for overtime pay for hourly employees.** All overtime work must be authorized in advance. Although employees will be paid for all hours worked, including any overtime, working overtime without prior authorization may result in disciplinary action.

Salaried employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime is provided to **salaried** employees, **unless required by applicable law.**

Reporting Errors

MV Transportation takes all reasonable steps to ensure that employees are properly classified, paid for all hours worked, receive the correct amount of pay in each pay check, and paid promptly. If a mistake does occur and is called to the Company's attention, corrections will be made promptly. The Company has an internal complaint procedure for any employee who believes they have not been properly compensated. Employees who believe they have been erroneously compensated must immediately notify the Payroll or the Human Resources Department or utilize any other reporting procedure set forth in this handbook. The Human Resources department will share the results of its investigation with the employee and immediately take any necessary corrective action. Employees are free to utilize this reporting procedure without fear of reprisal or retaliation. An employee who believes they have been retaliated against for reporting a compensation error should immediately report such a belief to the Human Resources department or the Open Door Hotline at 877-687-2338.

Pay Adjustments

Operators and other division-based hourly jobs typically are considered for pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date.

Operator Payroll Procedures

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

Payroll Deductions

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay to cover the costs of participation in these plans/programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

Salaried employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and state government, as applicable; however, the Company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

If concerns about any salary pay deductions arise, employees should discuss and resolve them with their supervisor or the Payroll Department or utilize any other reporting procedure set forth in this handbook.

Compensation for Meetings/Training/Drug Testing

Hourly employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee's job classification does not have a specified training rate, the training rate is the applicable minimum wage.

Travel Time

Unless applicable law provides otherwise, hourly employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. The Company will follow all applicable state or federal laws in determining whether travel time is treated as hours worked.

Length of Service

An employee's start date, the date on which an employee began to receive wages, is considered their "date of hire". MV will bridge an employee's length of service if they voluntarily resigned, were in good standing when they resigned and return to the Company within 90 days of their resignation date.

What to Do If You Have Questions about Compensation and Payroll Practices

If you have any questions, concerns, comments, or complaints related to your compensation or the Company's payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at 877-687-2338.

Hours of Work***Work Schedules***

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

Rest and Meal Periods

The Company complies with federal and state legal requirements concerning meal and rest periods, and you will be provided with meal and rest periods in accordance with applicable law. If you have any questions concerning the meal and rest break requirements for the location at which you work, please contact the Human Resources Department.

Attendance and Punctuality

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work.

Salaried employees

If an employee is unable to report to work or will be reporting after a scheduled starting time for any reason, absent extenuating circumstances, the employee should personally call their supervisor. If their supervisor is unavailable a member of management or the Human Resources Department should be contacted. Messages should not be left with other employees. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment. Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. Absent extenuating circumstances, an employee who fails to personally call their supervisor for two or more days to report absence will be considered to have abandoned and voluntarily terminated their employment.

Hourly Employees

The following applies to all non-introductory period employees and is based on a rolling twelve (12) month time period:

The policies outlined in this section do not limit the employee's and the Company's right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice unless otherwise required by the applicable bargaining agreement.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1** - A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2** - These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour after the start of a scheduled shift for a scheduled shift (No Call/No Show) is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

Disciplinary Guidelines for Attendance

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated.

Clean Slate

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Attendance Policy for Non-Exempt Introductory Employees

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) point using the guidelines set above.

Attendance Policy for Exempt Employees

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

Job Abandonment

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.

Emergency Closings and Seasonal Work

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees' well-being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on certain factors, including but not limited to agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.

Employee Benefits

Health, Dental and Vision Insurance

Eligible, full-time employees are currently offered health, dental and vision insurance benefits as required by federal law and in accordance with the requirements of the plans. The details of those benefits, including eligibility requirements, are set forth in the plan documents themselves, and coverage and rates are subject to change periodically.

401(k)

Eligible, full-time employees may currently participate in the Company's 401(k) plan. The plan documents govern the terms of the plan. If you would like information concerning the Company's 401(k) plan, please contact the Human Resources Department.

Paid Time Off

Full-time employees are eligible to accrue Vacation or paid time off ("PTO"), subject to the applicable waiting period. Each location has its own accrual program for vacation or PTO. Please check with your manager or the division wage and benefit sheet for your vacation or PTO accrual rate and more specific information regarding the terms and conditions associated with the vacation or PTO program for your location. Vacation or PTO accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state or other law. Unless prohibited by applicable law, vacation or PTO accrual will be suspended once the cap is reached, and accrual will begin again once vacation or PTO is used and the balance drops below the cap. Generally, employees should notify the division of the request to use vacation or PTO in accordance with the division's advance notice policy. In the absence of an advance notice policy, employees should provide as much notice as possible for planned absences and no less than one week's notice. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If a request for vacation or PTO is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation or PTO, only if state or other applicable law requires that the Company pay the employee for accrued and unused vacation or PTO.

Vacation Cash-Out Policy

Drivers may cash out vacation pursuant to their division's cash out policy.

Paid Holidays

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee's day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location's policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

Leave Policies

The Company provides all leaves required by applicable federal, state, or other applicable law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

All applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers' compensation leave, state and federal family medical leave, if applicable, begin on the first day of absence.

Additional leaves of absence, other than those identified below, may be requested and will be considered on a case-by-case basis.

To the extent that any provision of this Leave Policy conflicts with any federal, state, or local law, the Company will follow all applicable laws irrespective of this policy and employees will be granted leave in accordance with all applicable laws. Where greater benefits than those described herein are required under applicable law, employees will receive those benefits.

IF YOU BELIEVE THAT YOU REQUIRE A LEAVE OF ABSENCE, PLEASE SEE YOUR STATE ADDENDUM AND CONTACT THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE FOR SPECIFIC INFORMATION REGARDING THE LEAVE POLICIES WHERE YOU ARE LOCATED. IF YOU BELIEVE YOU HAVE BEEN UNLAWFULLY DENIED LEAVE THAT YOU ARE ENTITLED TO UNDER APPLICABLE LAW, YOU MUST CONTACT THE

HUMAN RESOURCES DEPARTMENT OR UTILIZE ANY REPORTING PROCEDURE SET FORTH IN THIS HANDBOOK.

Workers' Compensation

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers' Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated or retaliated against for presenting a Workers' Compensation claim, hiring a lawyer to represent the employee in the claim, commencing a proceeding before a worker's compensation board or commission, or testifying in such a proceeding.

Employees are required to fully cooperate with MV and MV's Workers' Compensation adjuster/administrator in the management of their claim. Failure to attend scheduled medical appointments without a reasonable basis may result in employee being sent home without pay pending an updated work status.

All employees who are involved in a workplace accident or incident resulting in property damage or any person being required to obtain medical attention will be subject to a drug and alcohol test (if allowable by state or other applicable law) and may be placed on unpaid "safety leave" until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers' compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions. Temporary modified work may be assigned for up to 26 weeks per claim.

The Company may establish the temporary modified work day and work week based on the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours per day or 40 hours per week to ensure temporary modified duty employees do not work overtime.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay for the temporary modified work they perform. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

Prior to returning to full-duty work, employees may, depending on circumstances or the nature of the injury, be subject to a return-to-work medical examination by a Company-approved doctor.

Reporting Employee Injuries or Illnesses

Employees are required to immediately report, as soon as possible, unless in the circumstances it would not be reasonable to do so, all on-the-job injuries and illnesses to their General Manager, Safety Manager, Dispatcher or immediate supervisor. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. Please see our Safety Policy for more information on Incidents and Incident Reporting.

Family and Medical Leave

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any state or other applicable law.

Eligibility for Family and Medical Leave.

Employees who have worked at the Company for at least 12 months, who have worked at least 1,250 hours during the previous 12 months, and who work at a location where at least 50 employees are employed by the Company within 75 miles are eligible for Family and Medical Leave. Where the Company has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

Types of Family and Medical Leave Available.

State and federal laws allow Family and Medical Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family and Medical Leave is available for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following the birth or placement of the child ("Bonding Leave").
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner's child, or parent with a serious health condition) ("Family Care Leave").
- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave"), as defined by law.
- A "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law. ("Military Exigency Leave").

- To care for a spouse, child, parent, or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the National Guard and Reserves) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran ("Service Member Family Leave".)

How and When to Request Leave.

If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, the notice should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave.

Medical Certification Requirement.

If your leave is due to a serious health condition, either your own or a family member's, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV's attendance policy. The Company may require recertification during your leave.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources department prior to scheduling planned medical treatment.

For *Military Exigency Leave*, employees are required to provide: (a) as much advance notice as is reasonable and practicable under the circumstances; (b) a copy of the covered military member's active duty orders when the employee requests leave; and (c) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Human Resources department.

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume you do not plan to return to work and voluntarily terminate your employment.

Amount of Leave Available.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: 1) Bonding Leave; 2) Family Care Leave; 3) Serious Health Condition Leave; and/or 4) Military Exigency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, their leave may be limited to a combined total of 12 weeks if the leave is taken for Bonding Leave or Family Care Leave, under certain circumstances. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service Member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service Member Family Leave provision of this policy. Because the law allows extra time off for Service Member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two when the leave is for Service Member Family Leave only or is for a combination of Service Member Family Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take Family and Medical Leave intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

How the Amount of Leave is Calculated.

The Company will calculate Family and Medical Leave on a "rolling 12-month basis." This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee

takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement (or 26 weeks, if applicable) that had not been used during the immediately preceding 12 months.

Benefit Continuation.

During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your pay. If you are on unpaid leave, you must make the premium payments yourself on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

You will not continue to accrue vacation or PTO while on unpaid Family and Medical Leave.

Reinstatement.

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, because the maximum entitlement under the FMLA is 12 weeks (or 26 weeks for Service Member Family Leave), this right to reinstatement will not apply to leaves that continue after the amount of leave you are entitled to is exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee", you will be notified of the possible limitations on reinstatement at the time you request a leave.

Pay Status.

Family and Medical leave is generally unpaid leave. However, if you have any accrued PTO, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

You may be eligible to receive benefits through State-sponsored, Company-sponsored, or some other wage-replacement benefit programs.

Fitness for Duty.

If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-

to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

Status Update.

While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

Fraudulent Use of Leave.

If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

A Notice to Employees of Rights Under FMLA is attached to this policy, as Appendix 2.

Bereavement

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner's child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

Jury Duty

A leave of absence will be granted if an employee is required to appear for jury duty. An employee must notify their supervisor immediately upon receipt of your selection notice. Exempt employees are entitled to full pay for each day of jury duty or service as a witness if they work anytime during the week of jury duty. If no work was performed during the week, the employee will not be compensated. Unless applicable law provides otherwise, non-exempt employees will not be compensated; however, the absence will be considered excused and the employee will continue to accrue other benefits, such as vacation or PTO. Employees may use any accrued vacation or PTO for the period of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.

Administrative Leave

Unless prohibited by law, employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee may be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency.

Employee Performance and Conduct Policies***Performance Appraisals***

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

Reference Checks

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. The Company only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the Company. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.

Hiring of Relatives

MV Transportation is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other's work. Exceptions to this policy must be approved by the Chief Human Resources Officer.

Anti-Fraternization Policy

In order to promote the efficient operation of the Company's business and to avoid misunderstanding, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, members of management and supervisors are forbidden to date or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

Confidentiality and Proprietary Information

During the course of employment, employees may receive and have access to confidential information. All employees are expected to respect and maintain the confidentiality of employee and customer records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.

Electronic Data Systems Policy

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company's e-mail and computer systems and resources are not to be used for any non-business purposes, entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses, subject to the limitations and guidelines set forth in this Handbook and of the Internet, Newsgroup and Electronic Mail Policy. This policy allows for reasonable personal use of the internet during an employee's own time (non-working time), for example at the beginning of the day, during the lunch break and again at the end of the working day, and so long as it does not interfere with your work and/or the work of other employees. The Company's electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee's access to any computer systems and resources at any time.

The Company reserves the right to access, read, review, and monitor all messages, images, programs, files, and content on the Company's email, voicemail, computer and internet systems, and employees should have no expectation of privacy in this regard. You are advised that any incidences of inappropriate use may result in disciplinary action up to and including termination of employment.

Examples of 'inappropriate usage' would be:

- visiting sites with sexual or offensive context
- transmitting, receiving, viewing, or storing words or images of a discriminatory or harassing nature or that are obscene, vulgar, derogatory, or inflammatory
- excessive personal use of the internet during working hours
- any usage, including, streaming radio, music and video, with legal implications such as copyright and performing rights
- any use that would violate any Company policy or rule or any federal, state, or local law

The above are illustrative examples, and are not intended to be exhaustive.

Employees are prohibited from downloading or uploading “executable” files, music, videos, or any software without advance written approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance written approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

Software Code of Ethics

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization’s standards of conduct. The Company prohibits all copying or pirating of software, and the use, duplication, or dissemination of copyrighted materials in violation of copyright laws is prohibited. The Company recognizes the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV’s internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Social Media Policy

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view you as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

This Social Media Policy (the "Policy") provides guidance on responsible social media activity by employees. This Policy does not and cannot cover every possible social media activity. If you are unsure how this Policy may apply to your social media activity, the Human Resources Department is here to help you. For purposes of this Policy, "social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites, such as

YouTube or Flickr. "Social media activity" also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

Application:

This Policy applies to social media activity that relates in any way to the Company's business, employees, customers, vendors, or competitors or that identifies an employee's affiliation with the Company (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company). This Policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

Guidelines:

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to the Company, you should bear that in mind. Unless you have received prior authorization in writing from an authorized Company representative, you should not represent or suggest in any social media content that you are authorized to speak on the Company's behalf, or that the Company has reviewed or approved your content.

You may use the Company's electronic resources to engage in social media activity for non-business purposes during your own time (non-working time), so long as it does not interfere with your or your co-workers' job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.

Your social media activity is subject to all pertinent Company's policies, including, but not limited to the Code of Conduct, Equal Employment Opportunity, Confidentiality, Anti-Discrimination/Anti-Harassment Policy, and Electronic Data Systems Policy.

The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company's products or services, i.e., expresses opinions, beliefs, findings or experiences concerning the Company's products or services, you must disclose your name and position with the Company.

You should not post content about the Company, management, co-workers, vendors, or customers that is vulgar, obscene, physically threatening, intimidating, defamatory, harassing, or a violation of the Company's policies against discrimination or harassment. You should not unlawfully disparage the

Company's products or services, or the products or services of its customers, vendors or competitors.

You should not use the Company's logo, trademark or proprietary graphics (collectively, "IP") for any commercial purpose, such as selling or advertising any product or service, without the Company's prior written consent. You should not use the Company's IP in a way which suggests that you are representing the Company or while engaging in conduct that violates Company policy.

You should not disclose, or post images or video of, any of the Company's trade secrets or confidential business information or of any confidential business processes.

You should not post images or video of the Company's employees, customers, vendors or competitors without their prior permission.

To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as personal telephone numbers, Social Security numbers, the date of birth, credit or debit card numbers or financial account numbers) of the Company's employees, customers, vendors or competitors.

Consistent with applicable law, members of management should not gain unauthorized access to the restricted social media page of a subordinate. Any employee may reject, without fear of retaliation, any request from any other employee that, if accepted, would permit access to a restricted social media page - such as a friend or connection request.

Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes. Employees may reference the Company as their employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook.

If you need clarification of any aspect of this policy, contact the Human Resources Department. You should report all violations of this policy to the Human Resources Department or utilize any reporting mechanism set forth in this handbook.

The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law.

Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities.

The Company will not construe or apply this Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

Workplace Violence

MV Transportation is firmly committed to providing a workplace free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy strictly prohibiting any employee from threatening or committing an act of violence in the workplace, while on duty, while on company related business, or while operating any vehicle or equipment owned or leased by the Company.

Assistance is needed from all employees to achieve a workplace secure and free from violence. MV is committed to a “zero tolerance” policy and compliance with this policy in respect to workplace violence is every employee’s responsibility. Any and all incidents involving an act or threat of violence must be reported immediately to the employee’s supervisor or the Human Resources department. Any employee may do so without fear of retaliation of any kind. After the incident is reported to a supervisor, he/she will report the matter to the Human Resources department, who will conduct an investigation and take appropriate action.

Any employee who engages in or contributes to violent or threatening behavior may be subject to disciplinary action, up to and including termination.

Weapons Policy

The Company is committed to ensuring the safety of our employees, customers, clients, contractors, and visitors. In furtherance of this commitment, the Company maintains a weapons-free workplace (except as otherwise provided by law) and strictly enforces the prohibition of the use, carrying, or possession of deadly weapons or destructive devices while on the Company’s property and/or while performing related work or duties for the Company. Employees are also prohibited from keeping or storing weapons or destructive devices in their vehicles in parking areas, unless state law requires that employees be allowed to store or transport certain types of firearms in their own locked vehicles in Company parking areas.

Examples of deadly weapons or destructive devices: firearms, including but not limited to, handguns, rifles, pellet guns, and similar devices; knives with the exception of pocket knives; instruments capable of inflicting a heavy blow, including, but not limited to, nightsticks, clubs and similar devices; explosive devices, including but not limited to bombs, grenades, and similar devices and other devices whose primary purpose is the infliction of bodily harm.

Although some states license individuals to carry concealed firearms, the Company prohibits them on Company property or while participating in work-related duties for the Company. A violation of this policy is considered gross misconduct and will result in immediate discipline and/or termination.

Customers, clients, contractors, or other visitors who violate this policy will be asked to immediately leave the Company's premises and may be subject to arrest and prosecution by law enforcement officials for any criminal acts.

Discipline

Any violation of MV Transportation policies or any inappropriate or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated at will by the employee or the Company, without following any formal system of discipline or warnings, the Company may, in its discretion use progressive discipline. The progressive discipline system is intended to give the employee advance notice, whenever possible, of problems with their conduct or performance to provide the employee with an opportunity to correct their actions. Normally, progressive discipline involves verbal counseling and one or more written warnings, before an employee is terminated. However, deviations from progressive discipline may occur when serious offenses occur or circumstances warrant alternative measures in the Company's sole discretion. If your employment is governed by a valid collective bargaining agreement, discipline will be governed by that agreement.

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. *Minor Violations* will usually be addressed in a four-step process (although the Company need not follow this sequence):
 - First violation – Counseling session/verbal warning
 - Second violation- written warning
 - Third violation – Final warning and/or unpaid suspension
 - Fourth violation – Termination
2. *Major Violations* will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

Minor Violations

The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

1. Failure to follow work policies, procedures or duties
2. Failure to follow personal appearance standards
3. Use of abusive or profane language
4. Use of personal radios while operating a Company vehicle.
5. Eating or drinking while operating a Company vehicle.
6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not considered to be a major violation

Major Violations

Major violations will result in termination or other serious discipline. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of major violations include, but are not limited to, the following types of workplace behavior:

1. Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV's Drug and Alcohol Policy
2. Deliberately damaging or abusing property
3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either
5. Violation of confidentiality and proprietary information policy
6. Harassment prohibited by Company policies

7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.
8. Additional violations of the MV Safety Policy, Attendance Policy, Substance Abuse Policy Violations, or misuse of Company vehicles and/or equipment, including but not limited to:
 - Operating without a valid license appropriate for that vehicle, equipment or service.
 - Driving on a suspended license
 - Driving a commercial vehicle without a valid medical card
 - Transporting school children without proper school bus certification as required by applicable law
 - Un-insurability as a vehicle operator
 - Negligent use of a Company owned or provided vehicle or equipment
 - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
 - Use of a personal cell phone while operating a Company vehicle
9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements
10. Unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company.
11. Engaging in a romantic or sexual relationship with a passenger who is unable to provide meaningful consent.
12. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
13. Possession of weapons or explosives on Company premises
14. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions

15. Use of Company property or Company garages for personal vehicle repair
16. Failing to pass initial, ongoing or changed qualification standards
17. Dishonesty, theft, or improper handling of company assets or cash
18. Gross negligence

Vehicle Citations

In addition to any potential safety point assessments, vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

Personal Appearance

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position.

Every employee is expected to practice daily hygiene and good grooming. Scents – whether artificial or natural – should not be distracting to other employees or our passengers.

Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2" past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee's shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager's or supervisor's discretion. If sent home, the employee will be issued an attendance occurrence noted as an absence.

Smoking

Smoking (both cigarette and e-cigarette) is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.

Solicitation

MV prohibits:

- Solicitation and distribution of goods, services, or literature by non-employees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

Note: A “working area” is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees’ work. It also may include outside areas like the yard. “Working area” generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.

Confidentiality of Information

MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

Security Inspections

Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

Employee Personnel Files

MV Transportation retains the right not to provide an employee with any duplications or copies of any paperwork within his/her personnel file, unless otherwise provided by applicable law. Access to and documents from an employee's personnel file will be provided to employees as required by applicable law. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.

To ensure that MV's personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- Telephone number
- Home address
- Individual to notify in case of an emergency

Safety and Incident Policies

Safety Hotline

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is **1 - 877 - MVSAFE - T (687-2338)**. Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

Incident

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

Incident Reporting

All incidents, regardless of how minor, must be immediately reported per MV's 'Incident Reporting' procedure. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. **For workplace injuries, please refer to our 'Workers' Compensation' policy.**

Major Safety Incidents

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- MV Operator is cited for a major/serious moving violation (reckless driving, DUI)
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question
- Any use of a cellular telephone or electronic device while operating a company vehicle

Minor Safety Incidents

All other incidents that do not meet the definition of a “major” incident.

Subrogation of Incident or Injury Claims

Every employee is expected to protect MV's rights to subrogate for reimbursement of vehicle damages, Workers' Compensation payments and related costs, Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers' Compensation claims or Human Resources for Medical/Dental claims) prior to signing any "release of liability" from any responsible third-party or third-party insurer.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non-safety sensitive functions if available and/or appropriate until final determination is made.

Electronic Systems

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

Safety Point System

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time, etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.

Preventability of Incidents and Injuries

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Director and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety. The Chief Safety Officer has the final determination of preventability on all incidents.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Chief Safety Officer or a Company President.

Accruing Safety Points

DriveCam and Other Video Systems events/incidents will be assessed safety points based on the current version of the DriveCam and Other Video Systems Points Policy. DriveCam and Other Video Systems Points may result from both coached and auto-resolved events/incidents. DriveCam and Other Video Systems Points are included and considered when applying the following Maximum Allowable Safety Points section. The good-faith filing of a workers' compensation claim shall not accrue safety points or discipline

All preventable incidents will be assigned points in the following manner:

- Failure to cycle wheelchair lift One (1) point
- Failure to do a proper vehicle inspection (DVI) One (1) point
- Driver unbelted or improperly belted when legally required One (1) point
- Failure to stop at a Railroad Crossing..... One (1) point
- Unsafe maneuver(s) or act(s) Two (2) points
- Conviction of a minor traffic violation Two (2) points
- Backing incident or collision Three (3) points
- Rear-end collision Three (3) points
- Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift..... Three (3) points

- Preventable incident and/or collision up to \$15,000 in injuries or property damage Four (4) points
- Preventable incident or collision up to \$20,000 in injuries and/or property damage Five (5) points
- Preventable incident or collision in excess of \$20,000 in injuries and/or property damage Six (6) points
- Any preventable roll-away incident or collision regardless of damage amount Six (6) points
- Failure to properly secure/transport a mobility device Six (6) points
- Failure to properly secure/transport a paratransit passenger Six (6) points
- Failure to immediately report a citation or incident in a Vehicle while in Company service Six (6) points
- Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points
- Any use of a cellular telephone or electronic device while operating a vehicle in Company Service Six (6) points
- Conviction of a major traffic violation * Six (6) points

() A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.*

To be clear, and notwithstanding any other language in the Safety and Incidents Policy, an employee will not receive safety points or be otherwise disciplined simply because an incident results in an injury or a worker’s compensation claim.

Maximum Allowable Safety Points

For introductory employees:

The occurrence of a preventable incident during the introductory period will result in termination. Receipt of four (4) or more points during the introductory period, outside of preventable incidents, will result in termination. In addition, receipt of two (2) separate safety point assessments during the introductory period will result in termination, regardless of the employee’s total point count.

For non-introductory period employees:

In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of three (3) separate safety point assessments in any rolling one year period will result in termination, regardless of the employee's total point count.

Safety Point Hearing

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days of the request.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Director. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Chief Safety Officer to be binding.

Retraining

MV reserves the right to require an employee to attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergometrics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

MVR Records

All employees in safety sensitive positions who will operate a vehicle in Company service (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR's may also be checked during employment. Such employees must report to their supervisor a citation received in either a vehicle in Company service or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.

MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver's license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

Statements at the Scene of an Incident

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, MV attorneys, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

Leaving the Scene of an Incident or Injury

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

1. Immediately reporting the incident to the division.
2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
3. Obtaining all information regarding other vehicles and parties involved.
4. Obtaining authorization from the dispatcher to leave the incident scene.
5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

Safety Inspections

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.

Wheelchair Lift Deployment

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

Safety Meetings

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

Return of Property

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's pay or final pay the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

Use of Personal Cell Phones and other Electronic Devices

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cells phones is prohibited. Any use of a personal cell phone or other non company-issued electronic device, hands-free or not, during the operation of a company vehicle is prohibited.

Preparedness for Work and Alertness Management

It is the Operator's responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as required to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.

APPENDIX 1

Federal and State Agencies

Local, state and federal employment discrimination agencies that enforce the laws against sexual harassment and discrimination in California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors can be contacted at the phone numbers and addresses listed below.

Federal

The Office of Federal Contract Compliance Programs (OFCCP)

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
Phone (800) 397-6251
TTY (202) 6936-1337
OFCCP-Public@dol.gov

California

Department of Fair Employment and Housing

Sacramento District Office
2000 O Street, Suite 120
Sacramento, CA 95814
Phone (800) 884-1684
Fax (916) 323-6092

Equal Employment Opportunity Commission

901 Market Street, Suite 500
San Francisco, CA 94103
Phone (415) 356-5100

Maine

Main Human Rights Commission

51 State House Station
Augusta, ME 04333
Phone (207) 624-6050
Fax (207) 624-6063
TTY/TTD (888) 577-6690

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

MassachusettsMassachusetts Commission Against Discrimination

1 Ashburton Place, Room 601 436 Dwight Street
Boston, MA 02108 Springfield, MA 01103
Phone (617) 994-6000 Phone (413) 739-2145

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

Rhode IslandRhode Island Commission for Human Rights

180 Westminster Street
Providence, RI 02903
Phone (401) 222-2661

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

VermontVermont Attorney General's Office

Civil Rights Unit
109 State Street
Montpelier, VT 05602
Phone (802) 828-3171

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

APPENDIX 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosure



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



RECEIPT AND ACKNOWLEDGEMENT**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

I have received a copy of the September 2016 MV Employee Handbook, and I have reviewed and understand its provisions. If at any time I do not understand a policy in this Handbook or any other Company policy, I will seek clarification from my supervisor or the Human Resources Department. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement or other valid contract, I understand the Company is an 'at will' employer and, as such, employment with the company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause and without prior notice.

I understand that the Handbook states certain of the Company's policies and practices in effect on the date of publication. I UNDERSTAND THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR A BINDING CONTRACT WITH THE COMPANY FOR BENEFITS OR FOR ANY OTHER PURPOSE. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, I also understand that the Company's policies and procedures may be amended, supplemented, modified or terminated at any time, with or without notice.

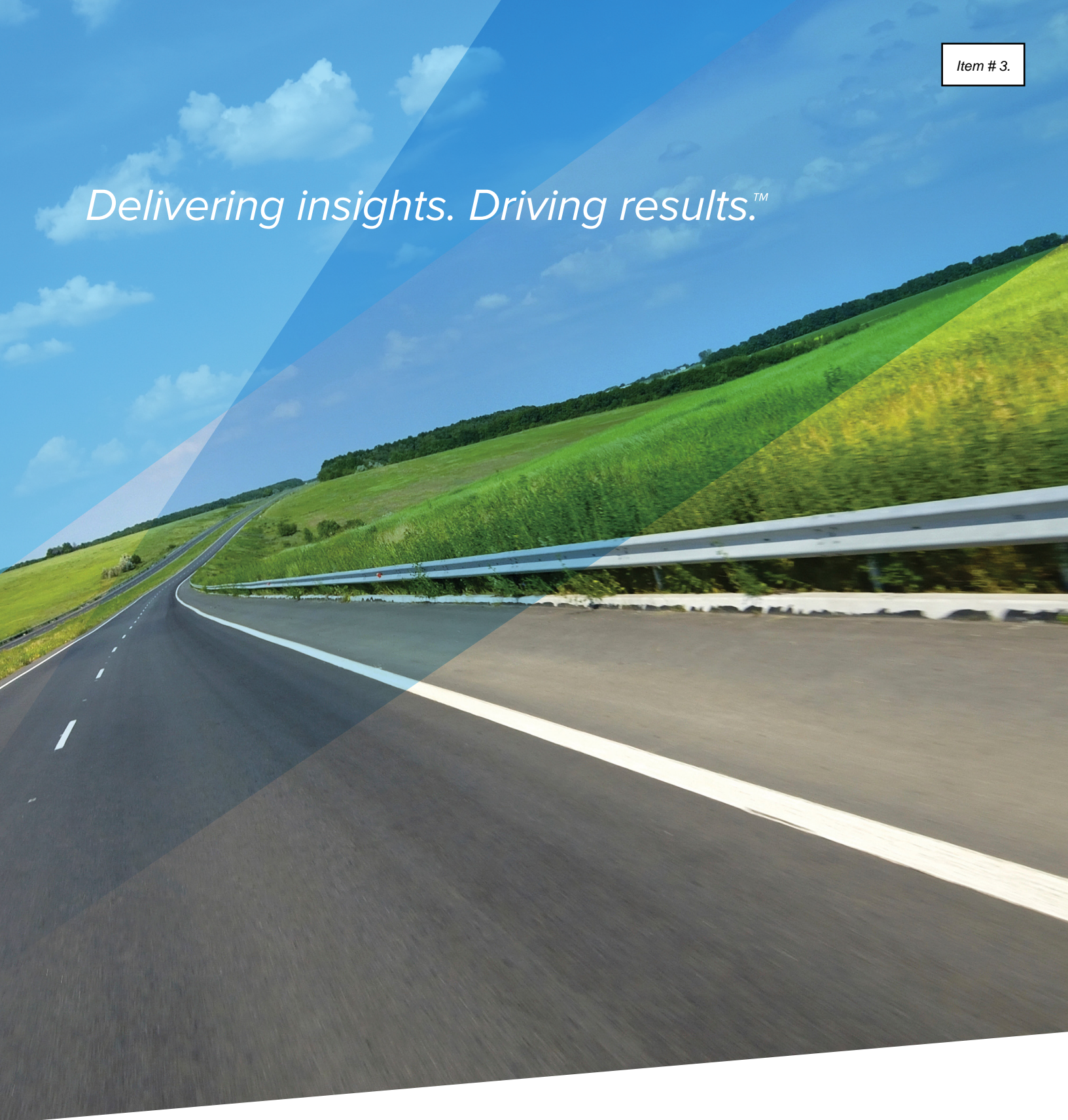
 Employee Signature

 Date

 Employee Name (please print)

Technology Brochures

Delivering insights. Driving results.™



DriveCam
POWERED BY Lytx™

Proven Results

Major fleet operators return to the DriveCam® Program year-after-year because they realize millions of dollars in savings and indirect benefits when they:

“The DriveCam Program provides us with more than just technology. They provide the service and support we need to improve and grow our business.”
 – Waste Management



REDUCE COLLISIONS

Fleet operators see collision cost reductions of up to 80% in Property & Auto Liability and Workers' Compensation claims.

REDUCE FRAUDULENT CLAIMS

Exception-based video captures indisputable evidence when an event occurs, protecting drivers and fleets from fraudulent or other errant claims.

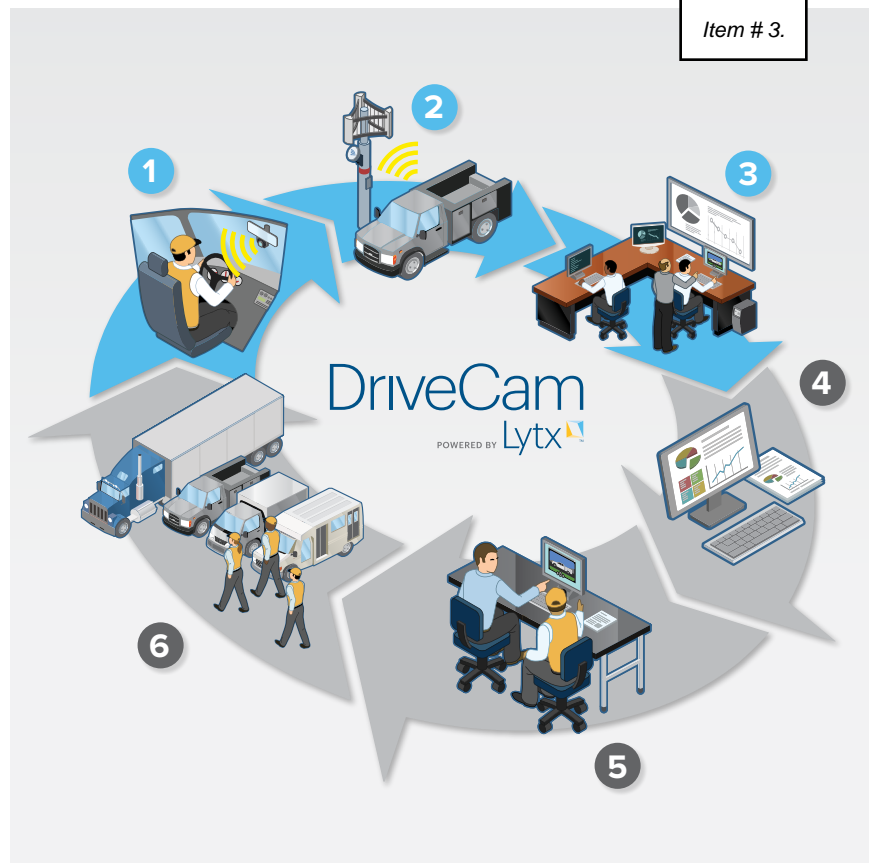
REDUCE FUEL USE

Typical reduction of up to 12% through the management of efficient driving, excessive idling and speeding.

Fleets also realize a variety of important indirect benefits from developing and maintaining a world-class safety culture.

With the DriveCam Program, you'll:

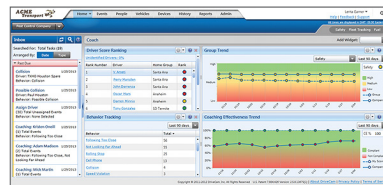
- Protect your drivers from the devastating impact of being involved in a collision – and exonerate them when they are in a no-fault collision.
- Protect your brand by minimizing high-profile collisions that receive broad media coverage.
- Exemplify good corporate citizenship by contributing to a safer and more environmentally conscious community.



Item # 3.

The DriveCam Online Experience

With 24/7 secure access, the DriveCam Online® platform provides the important information you need to monitor fleet risk, prioritizes what you need to maximize your safety program and provides the necessary tools for coaching your drivers to improve their driving behavior. The DriveCam Online platform is your key to driver risk management success.



Role-based Home Pages

Including an inbox and a variety of dashboards, you can drill into specifics about a driver or group.



3-Step Coaching Process

To help guide you through ...

1. Coaching Behaviors (video and non-video)
2. Selecting an Action Plan
3. Conducting the Coaching Session

Driver Score Ranking			
Unidentified Drivers: 2.1%			
Rank Number	Driver	Home Group	Rank
1	Butch Lawless	San Diego	● LOW
2	Larry Garner	San Diego	● LOW
3	Nate Handels	Escondido	● MED
4	Trevor Hoffman	San Diego	● MED
5	Josh Boseman	San Marcos	● MED
6	Russ Peterson	East County	● MED
7	Michael Shilling	Downtown	● HIGH
8	Kristen O'Neil	Orange County	● HIGH
9	Nikki Kalipolis	San Diego	● HIGH

Driver Score Ranking

Using our new Lytx Safety Score™ technology, you can now identify your safest drivers, as well as those with a higher probability of being involved in a collision.

How the DriveCam Program Works

The DriveCam Program – powered by the Lytx Engine™ – identifies, prioritizes and helps prevent the causes of poor driving before they lead to a collision. This “programmatic approach” helps clients transform their safety culture and ensures bottom-line results – preventing collisions, fraudulent claims and wasted operating expenses – while protecting their drivers and their brand.

- 1 **MONITOR DRIVING; PROVIDE REAL-TIME FEEDBACK**
The DriveCam video event recorder captures driving behavior data and provides real-time driver feedback.
- 2 **UPLOAD VIDEO & DATA**
Exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center – and are immediately available to the client.
- 3 **ANALYZE, SCORE & PRIORITIZE**
Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce fleet risk and operating costs.
- 4 **ACCESS DRIVER MANAGEMENT PORTAL**
Configurable alerts direct clients to online tools, including dashboards for company-wide visibility and accountability, and analysis of risky driving behaviors.
- 5 **COACH DRIVER**
Flexible coaching and training methods are applied based on operational capabilities and organizational profiles.
- 6 **SAFER DRIVER RETURNS TO THE ROAD**
Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer collisions.

Ensuring your program is on track, DriveCam program reviews provide benchmarking and best practices specific to your operations and industry. In addition, proprietary video and data analysis provide a complete profile of drivers and driving, allowing for objective comparisons of driver to driver, site to site, region to region and company to industry.

Why Companies Choose the DriveCam Program

During the decision making process, there are many considerations when evaluating driver risk management, fuel management and fleet tracking services. Read why companies are choosing the DriveCam solution to protect their drivers, their vehicles and their community.



“The DriveCam Program is the first system I have seen that is proactive, instead of reactive. In the first six months we saw a 50% reduction in minor vehicle accidents, a 50% reduction in workers’ compensation claims and a 70% decrease in risky driving behavior.” – US Foods



“Through our use of the DriveCam Program, we are able to reduce litigation and exonerate drivers.

We have saved hundreds of thousands in litigation costs on frivolous claims since implementing the program.” – Cargo Transporters



“Greyhound’s number one focus has always been the safe

transportation of millions of passengers every year across North America, and incorporating the DriveCam Program is one more way we are able to reinforce this focus.” – Greyhound

Value-Added Solutions

Fuel Management

The innovative behavior-based DriveCam Fuel Management Solution can help improve fleet performance. Integrated into the DriveCam Online platform, our solution combines real-time in-cab feedback with online reporting and coaching to improve fuel efficiency – by up to 12% – and lower emissions.

Fleet Tracking

Get a real-time view of your fleet operations – helping to ensure compliance and improve productivity – with immediate access to real-time status, trip history and a full suite of reports. Seamlessly integrated into the DriveCam Online platform, there’s no need for additional in-cab equipment, extra peripherals or extra software.

Lytx Engine

Our Lytx Engine™ is powered by human intelligence combined with state-of-the-art predictive analytics and statistical machine learning technologies. In the field, our devices are equipped with real-time automated decision algorithms that determine when data should be captured and stored. In our data centers, automated decision algorithms prioritize, store and route selected data to our human-powered internal processes.

We capture data from multiple sensors embedded in the work environment. In vehicles, our device captures signals from accelerometers, GPS systems, engine control units, video, microphones and advanced safety systems. To make sense of these signals, we have developed and deployed real-time decision algorithms that continuously monitor the sensor stream to determine the likelihood of risky driving behaviors.

The Lytx Engine applies advanced predictive models to prioritize, select and route data to review centers where teams of expert reviewers identify and verify behaviors from video events, adding structured labels to the data. These labels provide the basis for our scoring algorithms and for the continuous improvement of the predictive models that power our real-time decision algorithms in our sensors and servers. Our scoring algorithms and statistical models enable us to create driver safety and coaching effectiveness models that are examples of the tools we use that predict the likelihood of future collisions. These important predictors help safety managers and coaches understand and prioritize their areas of focus. Our constantly growing database enables us to refine and improve our ability to predict risky behaviors so that we can deliver even more value to our clients.



Our data analytics teams include scientists and analysts who apply statistical analysis, feature engineering and data-driven machine learning to develop decision algorithms and predictive models that support our human-powered processes. Over the years, we have learned how to maximize the effectiveness of these processes to help our customers drive positive change throughout their organizations.

Lytx stands for the entire process of Sense, Predict, Prevent (SPP)™. Using our technology, we analyze the data we gather, distill it into actionable insights and leverage it in ways that empower our clients to be safer, better companies.



Lytx, Inc., San Diego, California, USA 858.430.4000 866.419.5861 info@lytx.com www.lytx.com

At Lytx (formerly DriveCam, Inc.), we harness the power of data to change human behavior and help good companies become even better. Our flagship product, DriveCam powered by Lytx, sets the standard for driver safety in the industries we serve, and our RAIR Compliance Services helps DOT-regulated fleets comply with safety regulations, complementing the DriveCam Program. We protect more than 950 commercial and government fleet clients worldwide who drive billions of miles annually. Our clients realize significant ROI by lowering operating and insurance costs, while achieving greater efficiency and compliance. Most of all, we strive to help save lives – on our roads and in our communities, every day. Lytx is privately held and headquartered in San Diego. For more information, visit www.lytx.com.



COLLISION AVOIDANCE FOR TRANSIT BUSES

MOBILEYE[®] SHIELD+[™]

- Pedestrian & Cyclist Blind Spot Detection
- Real-Time Collision Avoidance Warnings
- Actionable Data to Improve Safety



SAVING LIVES

Mobileye Shield+ Collision Avoidance System helps avoid collisions in crowded urban environments.

The System's design addresses the large blind spots, greater turning radii and unique challenges bus drivers encounter on crowded city streets. It uses up to six strategically placed cameras to continuously analyze the driving environment and warn drivers of potential collisions in real-time.

Best of all, almost any type of existing transit bus, even an articulated bus, can be retrofitted with Shield+, giving existing vehicles an immediate safety boost. No need to wait for, or worry about, the purchase of new vehicles.



MOBILEYE SHIELD+ SYSTEM

REDUCE THE THREAT OF BLIND SPOTS WITH PEDESTRIAN DETECTION

Drivers receive real-time alerts to potential dangers.

This gives drivers the vital seconds needed to prevent or mitigate a potentially devastating collision.

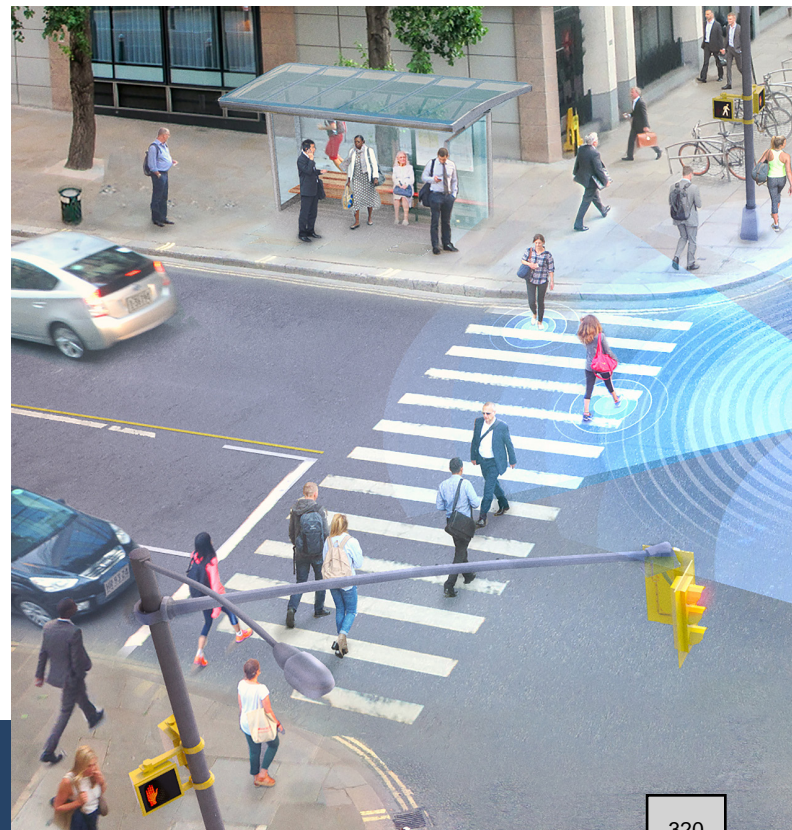
Blind Spot Detection uses strategically placed cameras and dynamic detection angles to continuously analyze blind spots on the sides of the vehicle and by the A-pillar.

Visual and Audible Alerts warn drivers of the presence of pedestrians or cyclists in blind spots. The System has two levels of alerts.

Caution – Pedestrian *near* a vehicle danger zone

Danger – Pedestrian *in* a vehicle danger zone and at immediate risk of collision

Almost 96% Accuracy* bolsters driver confidence in the System.



ONE SYSTEM, FOUR LIFE-SAVING ALERTS

The advanced technology of Shield+ powers a dynamic set of features.



Forward Collision Warning



Pedestrian & Cyclist Collision Warning



Headway Monitoring & Warning



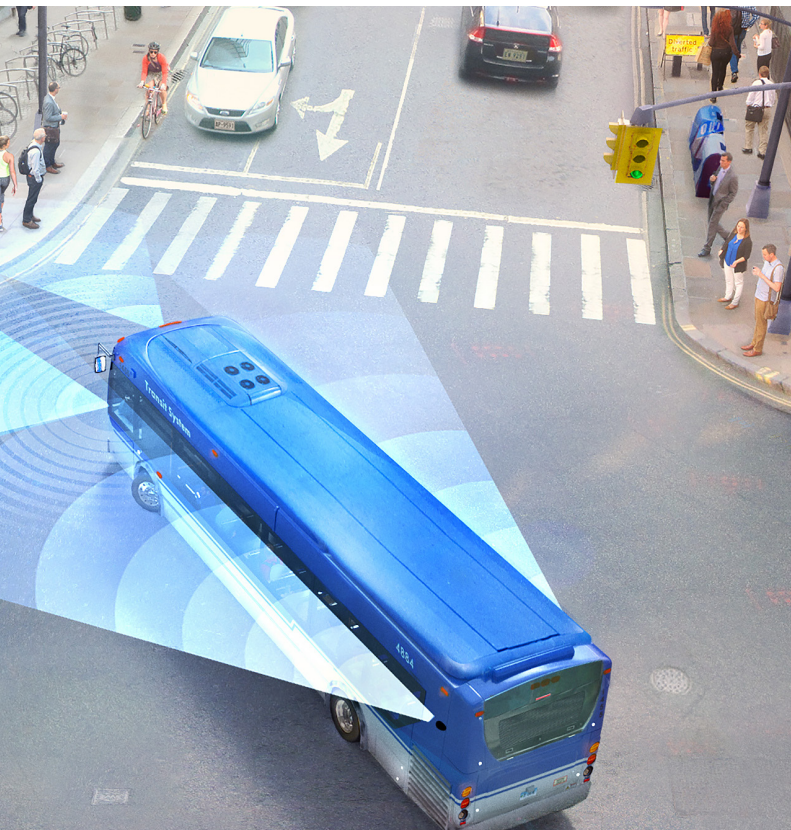
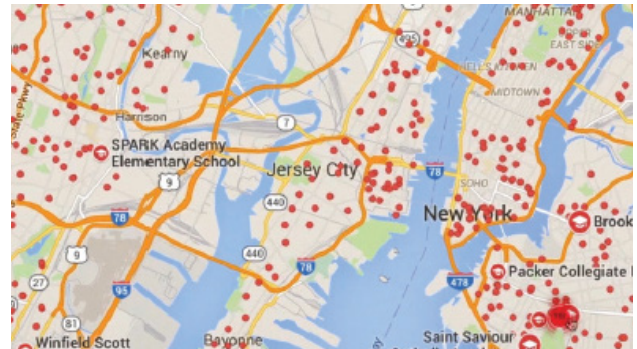
Lane Departure Warning

NEW STANDARDS OF SAFETY

Shield+ helps transit systems reduce the number and cost of collisions.

Shield+ comes with an integrated telematics system[†], allowing fleet managers to use alert data, tracked by time and location, to pinpoint Hot Spots on drivers' routes.

The cloud-based, secure system generates a number of safety reports to analyze transit routes and provide data to support evidence-based infrastructure changes and inform driver training programs.



A study by the Washington State Transit Insurance Pool found that buses equipped with Shield+ experienced a 58.5% potential reduction in the value of vehicular and pedestrian claims.*

*Washington State Transit Insurance Pool report.

†Telematics system is provided by a third party at no additional cost for the first year.

ABOUT MOBILEYE

Mobileye, an Intel Company, is a global leader in the development of computer vision and machine learning, data analysis, localization, and mapping technologies for Advanced Driver Assistance Systems and autonomous driving solutions. Its technology is integrated into hundreds of new car models from the world's major automakers including BMW, Ford, General Motors, Honda, Volvo, and more. In fact, over 24 million vehicles worldwide are equipped with Mobileye technology.

Mobileye's Aftermarket Collision Avoidance System is available for existing cars, trucks, buses and RVs, so that the driver of almost any vehicle can reap the benefits of a robust safety system. The System is available with a single, forward-facing camera suitable for most vehicles, or in a multi-camera solution (Shield+™) designed specifically for large commercial vehicles with hazardous blind spots.

Fleets worldwide have experienced significant reductions in collisions and associated costs with Mobileye. We can help your fleet achieve the same.



MOBILEYE SHIELD+ SYSTEM

mobileye.com/us (877) 867-4900

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SPBR_0118

Electronic Vehicle Inspection Report



ACCURATE

Verified inspection reports

REPORTING

Time-stamped reporting and alerts

COMPLY

DOT, OSHA and MSHA inspection regulations

EFFICIENT

Automate service repair scheduling

The Only One Of It's Kind

The patented EVIR system uses the innovative Tag Once, Inspect Regularly, Know Always approach to capture, transmit and record inspection, compliance and maintenance data. Required pre- and post-trip inspections are automated and verified. It complies with all DOT, OSHA and MSHA equipment inspection requirements.

Simple As Tag, Inspect & Transmit

Tag - RFID tags are placed on the asset in critical inspection "zones."

Inspect - Inspections are performed by placing the reader close to the tag and conditions are entered with easy-push-button responses.

Transmit - Drivers place the unit into the vehicle mount and information is transmitted to Zonar's Ground Traffic Control web application.

Features and Capabilities

- Zonar 2010 inspection tool
- RFID tags (asset, specific vehicle information, zone specific information; and driver unique ID number)
- Vehicle mount
- Operating temp: -20C to +70C
- DC input range: 8.0Vdc to 80.0Vdc
- GSM cellular transceiver
- Quad band 850/1900 900/1800
- GPRS



Telematics Control Unit



TRACK

Asset Location,
Odometer,
Fuel Use

PERFORM

Driver and
Safety
Monitoring

DIAGNOSE

Remote Engine
and System
Diagnostics

QUALITY

Unparalleled
Accuracy and
Reliability

Real-Time Fleet Management

Designed for light- to heavy-duty applications, the V3 captures information directly from the vehicle, GPS satellites and Zonar hardware. Collected data is instantly transmitted to Zonar's Ground Traffic Control™ to provide managers the essential information needed to make important operational decisions and increase overall safety.

Superior GPS Tracking

The highly sensitive GPS receiver is intelligently designed with parallel time and frequency search capabilities to instantly find satellites. The V3 captures data in five dimensions - latitude, longitude, time, odometer and fuel consumption - resulting in greater position accuracy and precise performance metrics.

Features and Capabilities

- High-definition GPS tracking
- Remote vehicle diagnostics
- Reliable 3G network
- Dynamic geo-fencing
- True idle, speed and odometer
- Internal J3 ECU interface and access
- SAE J 1708/1587 and J1939 compatible
- 5 year warranty

GROUND TRAFFIC CONTROL®

Web-Based Fleet Management



KNOW

Your fleet's
locations and
actions

MONITOR

Your fleet
anytime and
anywhere

RUN

Time-stamped
reports and
receive alerts

MANAGE

A single asset
or your
entire fleet

Your fleet at your fingertips

Ground Traffic Control® will provide your organization with the most accessible real-time picture of its fleet operations. With an unlimited number of users and 24/7 access from any computer, tablet, or smartphone with a web browser, Ground Traffic Control® is the most robust package on the market. All this power for tracking, reporting, and easy exporting of fleet data is included with your Zonar service.

Monitors the field from anywhere

Our web-based software allows back office management to see vehicle speeds, idle times and geo-fence entry at any time, from anywhere. We make it easy to coordinate your workforce with actionable data organized in one accessible location.

Entire fleet or a single asset reporting

Ground Traffic Control® comes pre-built with macro-to-micro reporting capabilities. Calculate overall fleet mileage and asset paths - including each stop and start - and much more.

Features and Capabilities

- Map every turn of the key, every stop and start, and all activity.
- Supervise each driver's speed, path, safety and idling.
- Customize reports, alerts and dashboards for each user's preferences.
- Ensure maximum safety, transparency, and accountability.
- Automate tasks were once a burden on drivers, dispatchers and administrative staff.
- Integrate with third-party systems using our open API.



EXHIBIT C

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **City of Sandy**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,161,992.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$790,281.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sandy/State of Oregon
Agreement No. 33409

City of Sandy, by and through its
City Manager

By [Signature]
(Legally designated representative)

Name Jordan Wheeler
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

State of Oregon, by and through its
Department of Transportation

By [Signature]
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date 19 June 2019

APPROVAL RECOMMENDED

By Jason Kelly

Date 05/08/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017

Recipient Contact:

Andi Howell
16610 Champion Way
Sandy, OR 97055
1 (503) 4890921
ahowell@ci.sandy.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 2019-21 R1 5311 City of Sandy 33409				
<i>Administration, Operations</i>				
Item # 1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$411,992.00	\$369,681.00	\$42,311.00	Local
Item # 1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$750,000.00	\$420,600.00	\$329,400.00	Local
Sub Total	\$1,161,992.00	\$790,281.00	\$371,711.00	
Grand Total	\$1,161,992.00	\$790,281.00	\$371,711.00	

● **1. PROJECT DESCRIPTION**

Provide administrative and operations funding for Recipient to provide general public service in the City of Sandy area; within a three mile radius of Sandy; between Sandy and Gresham; and between Sandy and Estacada.

I. Administration

Provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient and safe delivery of those services.

II. Operations

Provide funding for Recipient to provide general public transportation including commuter and intercity service between Sandy and Estacada, and Sandy and Gresham; demand response service, deviated fixed route service, ADA complementary paratransit, and fixed route service in Sandy.

Fixed route service and ADA complementary services will be provided seven days per week. Demand response service, Deviated fixed route, and Commuter/Intercity services will be provided six days per week. Hours of operation vary by service type and seasonal demand.

2. PROJECT DELIVERABLES AND TASKS

I. Administration

Recipient shall perform administrative activities to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, program administration, contract management, reporting, marketing and outreach, planning, utilities, insurance, and travel.

II. Operations

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding

issues or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

*A projected ridership goal is established for this project:
2019-20: 130,997
2020-21: 132,307*

3. PROJECT ACCOUNTING and MATCHING FUNDING

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, Statewide Transportation Improvement Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

I. Administration

Eligible project administrative expense may include, but are not limited to: administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; facilities and equipment rental. Administrative costs for promoting and coordinating ridesharing activities are eligible as project administration if the activity is part of a coordinated public transportation program.

II. Operations

Eligible operating expenses are those costs directly associated with system operations, including and not limited to: fuel; oil; dispatch and drivers' salaries and fringe; licenses; facility maintenance; uniforms; communications equipment associated with operations.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Recipient must maintain and provide supporting documents detailing the total expenses for allowable activities incurred during the period.

Invoices are required for all purchased/contracted services showing the date(s) of service, description of services provided, agency providing service, invoice number, charges that match reimbursement requested for purchased/contracted operations services.

I. Administration

Written detailed documentation of time expended, an invoice account payable statement or

comparable document that shows administration performed for the grant reimbursement requested. Documentation should include dates of service, hours of service, who provided service and grant or allocated costs for grant reimbursement. For internal agency staff projects, please provide a Spreadsheet or similar document showing the time worked, hourly rate for labor, title/classification, and all work performed for the period. Summary must include all expenses for the period claimed.

II. Operations

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

Disbursement Schedule

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$790,281.00

Administered By
Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Amendment 2 to Personal Services

Contract

Effective December 1, 2022

This Amendment 2 to Personal Services Contract (“Amendment 2”) is made and entered into as of December 1, 2022 by and between The City of Sandy (“City”) and MV Transportation, Inc. (“Contractor”), in order to amend that certain Personal Services Contract effective as of May 30, 2020, as amended by that certain Amendment 1 Transit Contract, effective as of May 31, 2022 (as may be further amended from time to time, collectively, the “Transit Contract”). Capitalized terms that are used but not defined herein have the meaning set forth in the Transit Contract.

Now, therefore, for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment. The Transit Contract is hereby amended as follows:

- a. Article 1, Section 1 is hereby deleted in its entirety and replaced with the following:

“**Effective Date and Duration.** This Contract shall become effective on **May 30, 2020** and upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2024**. This Contract may be renewed for up to three (3) additional terms, to be exercised by execution of a written amendment on terms and conditions approved by both parties.”

- b. Article 1, Section 3 is hereby deleted in its entirety and replaced with the following:

“**Consideration.** The City agrees to pay Contractor, from available and authorized funds, (A) a sum not to exceed \$2,432,126 from the effective date of this Contract until November 30, 2022 and (B) a sum not to exceed \$2,445,000 from December 1, 2022 until June 30, 2024, for accomplishing the Work required by this Contract. Consideration rates are on a fixed hourly rate basis in accordance with the rates and costs specified in Exhibits B, B.1, and B.2 (which Exhibit B.1 includes the new staff wage scale, the continuation of the \$400 monthly payment to those MV employees already receiving such payments as outlined in Exhibit A, and a new revenue service hour rate). If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties. If for any reason any of the General

Manager, Road Supervisor, Maintenance Coordinator, Dispatcher or Utility Worker positions designated in the Contract are open or not permanently filled by a qualified individual for a period that is longer than 90 consecutive days, the City shall (1) immediately assess a charge equal to the position's monthly salary and benefits as denoted in the Contract and (2) collect such charge through a reduction in the payment owed to the Contractor in the next invoice cycle, or as otherwise agreed to at the City's discretion. The City may continue to collect such fee for each subsequent month in which the open position is left vacant."

- c. Article 1, section 6 is hereby deleted in its entirety and replaced with the following:

"This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Contract (as amended from time to time), **Exhibit A, Exhibit B, Exhibit B.1, Exhibit B.2, and Exhibit C.**"

- d. The following exhibits are hereby added to the Contract:

Exhibit B.1, Wages and Rates as of December 1, 2022

Exhibit B.2, Wages and rates, as passed by the Council for June – November 2022.

2. Electronic Signature. This Amendment 2 may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Amendment 2 certify that they are authorized to execute this document on behalf of the City and Contractor respectively.
3. Effect of Amendment. Except as specifically amendment by this Amendment 2, the Transit Contract remains in full force and effect. This Amendment 2 shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Transit Contract by any party hereto.

Amendment 1
Transit Contract
Effective May 31,
2022

The City of Sandy, herein referred to as City and MV Transportation, Inc., herein referred to as Contractor, entered into a Transit Contract on May 30, 2020.

It has now been determined by City and Contractor that the contract referenced above, shall remain in full force and effect May 30 to November 30, 2022, shall be amended to include these changes:

3. Consideration. The City agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$727,489.70 for the 6 months of the contract extension, for accomplishing the Work required by this Contract. Consideration rates are on a fixed hourly rate basis in accordance with the rates and costs specified in Exhibit D which includes the new staff wage scale, the continuation of the \$400 monthly payment to those MV employees already receiving such payments, and a new revenue service hour rate. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties.

The following exhibits are attached to and incorporated by reference into this Contract:

- Exhibit A**, Sandy Transit Operations RFP #SAM2020
- Exhibit B**, MV Bid Proposal
- Exhibit C**, City of Sandy 5311 Grant Agreement
- Exhibit D**, Sandy City Council Staff Report including agreed upon wages and rates, as passed by the Council.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

MV Transportation LLC

DocuSigned by:
Marie Meisenbach Graul 5/31/2022
CC90F4517A6F42E...

Authorized Signature Date
Marie Meisenbach Graul CFO

Name / Title (Printed)

193343-90 FBC

Oregon Business Registry #

Corporation / California

City of Sandy

Jordan Wheeler 5/27/22

Jordan Wheeler Date

Approved as to Form:

City Attorney Date

Entity Type / State of Formation



STAFF REPORT

Meeting Type: Council Meeting
Meeting Date: May 6, 2024
From: Andi Howell, Transit Director
Subject: Intergovernmental Agreement Amendment (Fiscal Year 2024): Mt. Hood Express

DECISION TO BE MADE:

Whether to authorize the City Manager to sign an amendment to the Intergovernmental Agreement (IGA) between the City of Sandy and Clackamas County.

BACKGROUND / CONTEXT:

This IGA provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County's Mt. Hood Express ("MHX") transit service in partnership with the City's Sandy Area Metro (SAM) transit service to increase operational efficiencies, collaboration, and cost-effective management of both services.

This is an amendment to the most recent Intergovernmental Agreement which was approved by Council in February 2023. **The amendment makes one change; it increases the amount of allowable funding to be reimbursed for rides with Boring addresses.**

Reducing Redundancy

For background, the Sandy Parks and Recreation Department and the Sandy Transit Department provided three types of medical and life supporting rides programs; Transit Elderly and Disabled, Sandy Senior Center Elderly and Disabled and Boring Elderly and Disabled (E&D) programs. Under contract with the County for funding, the Sandy Parks and Recreation Program provided medical and life supporting rides to the elderly and disabled population that is outside the Sandy Transit Jurisdiction (within 3 miles of the center of the city). The Parks and Recreation Department rides were for persons outside of Sandy city limits to the Hoodland Senior Center boundary and this is referred to as the Sandy Senior Center Elderly and Disabled Program. Addresses with a Boring address outside of Sandy city limits and TriMet Lift limits were also provided rides and referred to as the Boring Elderly and Disabled Program. One important difference between the Transit E&D program and the Parks and Recreation E&D Programs is that Transit provides medical rides only for services not available in Sandy city limits. Many of the rides provided in the Parks and Recreation E&D Program were provided to bring the individuals to Sandy for services so the trip purpose is not as restricted as the Transit program.

For efficiency, the Sandy Transit Department partnered with the Sandy Parks and Recreation Department to provide all of these rides. This is an eligibility program so Transit staff approved and enrolled the individuals, scheduled the rides, provided the rides, maintenance, cleaning and fuel of the vehicles and created statistical reports and invoices for the Parks and Recreation program. The Parks and Recreation Department paid the contractor invoice and Transit and used the Transit created reports to report to the County for reimbursement.

To increase efficiency and lessen the number of Departments and staff involved in providing this service, Transit worked with the County to redirect a portion of the contract to the Transit Department for reimbursement. The City and the County have agreed on a revenue hour contracted rate for this service at \$82.66. The contracted rate of service with MV Transportation Services is currently \$74.79 (increasing in July to \$75.47). The remaining \$7.19 of the revenue hour will be used to cover fuel and maintenance. Essentially, the process and the program remained unchanged, but the redundancy of Sandy staff time is reduced. The Parks and Recreation Program remains eligible for reimbursement for any rides that are provided using any other method, such as volunteers, taxi cabs or their staff. The amount of funding allocated to the Transit Department for reimbursement was calculated using past trends.

Recouping Costs

Using past trends for the rides originating with a Boring address resulted in an underestimate; it was therefore underbudgeted in the existing IGA. The proposed amendment allows Sandy Transit to recoup cost by increasing the funding amount for the Boring rides provided.

Additionally added budget for shop supplies and maintenance is included, as costs have been higher than expected.

KEY CONSIDERATIONS / ANALYSIS:

This amendment allows Sandy Transit to charge Clackamas County for rides provided on their behalf through June 30, 2024 by increasing the budgeted amount by \$12,000. This also increases the budgeted amounts for shop supplies and maintenance by \$75,000. Finally, the County has added \$1,000 to the staff support budget as reimbursement for the need of additional staff time to amend this IGA and work with them on their budget readjustments among other duties.

BUDGET IMPACT:

Transit will receive an additional \$1,000 in staff support and a \$87,000 in possible reimbursements before the new IGA becomes effective in July of 2024.

RECOMMENDATION:

Transit staff recommends that the Council authorize the City Manager to sign Amendment #2 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy H3S Contract #11051.

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to sign Amendment #2 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy H3S Contract #11051.”

LIST OF ATTACHMENTS / EXHIBITS:

- Amendment #2 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy H3S Contract #11051
- Intergovernmental Agreement Between Clackamas County and the City of Sandy H3S Contract #11051

BUDGET			
	Year 1 7/22 to 6/23	Year 2 7/23 to 6/24	Amendment #2
Staff Support	\$ 13,916.00	\$ 27,832.00	\$ 1,000.00
Office Rental and Bus Parking	\$ 24,034.00	\$ 25,236.00	
Staff Mileage	\$ 500.00	\$ 500.00	
Program Materials	\$ 2,000.00	\$ 2,000.00	
Vehicle Rental	\$ 1,500.00	\$ 1,500.00	
Shop supplies, misc. equipment, COVID supplies, or general program expenses	\$ 5,000.00	\$ 5,250.00	\$ 5,000.00
ITS equipment and subscriptions	\$ 30,000.00	\$ 60,000.00	
Preventative maintenance and repairs for MHX vehicles (starting 1/1/23)	\$ 50,000.00	\$ 61,000.00	\$ 70,000.00
Boring Lifeline Transportation Services	\$ -	\$ 32,000.00	\$ 12,000.00
Expanded Elderly and Disabled Transportation	\$ -	\$ 70,780.00	
TOTAL	\$ 126,950.00	\$ 286,098.00	\$ 88,000.00
			\$ 501,048.00

Total Compensation under this agreement shall not exceed \$501,048

RIDES PROVIDED		
	Year 1 7/22 to 6/23	Year 2 7/23 to 6/24
Boring Lifeline Transportation Services		650
Expanded Elderly and Disabled Transportation		950
TOTAL	0	1600

Revenue Hour Rate \$82.66/hr



STAFF REPORT

Meeting Type: Council Meeting
Meeting Date: May 6, 2024
From: Andi Howell, Transit Director
Subject: Intergovernmental Agreement Renewal (Fiscal Years 2025 & 2026): Mt. Hood Express

DECISION TO BE MADE:

Whether to authorize a renewed Intergovernmental Agreement (IGA) between the City of Sandy and Clackamas County.

BACKGROUND / CONTEXT:

This IGA, which has been renewed annually based on need and approved budgets since 2017, provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County’s Mt. Hood Express (“MHX”) transit service in partnership with the City’s Sandy Area Metro (SAM) transit service to increase operational efficiencies, collaboration, and cost-effective management of both services.

The Intergovernmental Agreement has been through both the County and City legal representation for comments and suggestions.

KEY CONSIDERATIONS / ANALYSIS:

The Intergovernmental Agreement has been in place since 2017. This update is a renewal for FY2025 and FY2026. This IGA provides revenue to the City in exchange for staff support, office and bus parking rental, transit services provided on behalf of the County and reimbursements for expenses that may be incurred by the City during the administrative oversight of the MHX and Villages Shuttle.

BUDGET IMPACT:

During the two-year period, Transit will receive \$140,000 in reimbursements from the County for staff support, facility rental, and parking. Transit will receive up to \$220,000 for Boring Lifeline Transportation and Expanded Elderly and Disabled Transportation. Transit could also receive \$328,400 in reimbursements.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to sign the Intergovernmental Agreement Between Clackamas County and the City of Sandy.

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to sign Amendment #2 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy for FY25 and FY26, as provided in the agenda packet.”

LIST OF ATTACHMENTS / EXHIBITS:

- Intergovernmental Agreement Between Clackamas County and the City of Sandy for FY25 and FY26.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and the City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of providing administrative support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.

2. Scope of Work and Cooperation.
 - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX.
 - 2.1.1. Act as on-sight liaison and provide operational oversight on behalf of COUNTY with shared operations contractor (MV Transportation) providing immediate communication with the contractor and their employees of policy and contractor functions. This includes contract compliance checks such as payroll, billable hours audit and policy compliance. Participate in contractor-led safety meetings.
 - 2.1.2. Work with the COUNTY on mutually agreeable policy and program development, in compliance with applicable transit rules and guidelines, and implement as needed, including communicating changes to contractor (MV Transportation).
 - 2.1.3. Provide coordination and support with COUNTY’s third-party contractor (MV Transportation) for timely maintenance and repair of MHX vehicles. Work with maintenance coordinator regarding MHX vehicle issues, maintenance, cleaning schedule, shop supplies and other issues as needed. Starting upon approval of agreement by both parties, reconcile and pay for preventative maintenance and repair invoices submitted by MV Transportation. Submit invoices to COUNTY for reimbursement as part of monthly billing.
 - 2.1.4. Provide oversight of fare collection process, deposit fares in CITY bank account, and provide reimbursement to COUNTY for fares collected.
 - 2.1.5. Reserve meeting space at the Sandy Operations Center if needed for the Mt Hood Transportation Alliance. Participate in Mt. Hood Transportation Alliance meetings.
 - 2.1.6. Update the MHX website and media platforms (Twitter, Facebook), post notices to ITS systems and respond to information requests.
 - 2.1.7. Interact with public, including information requests that dispatch staff can’t answer.
 - 2.1.8. Create and post notices and display schedules at the Sandy Operation Center and other locations upon request.
 - 2.1.9. Create and post notices on MHX vehicles, shelters and other locations. Update county schedules, inventory fare media and order new fare media as needed. Compile data required for fare media accounting.

- 2.1.10. Continue oversight, maintenance and updates to the ITS system app and equipment on the MHX service, including troubleshooting and replacement of malfunctioning equipment as well as posting notices as needed.
- 2.1.11. Provide space for office staff, program materials, parking space for riders, parking of buses, vehicle equipment and shop supplies.
- 2.1.12. Provide vehicle(s) for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
- 2.1.13. Compile data required for completion of fiscal and grant reports, including tracking performance measures. Collaborate and assist with completion of grant applications and other activities designed to promote long term stable funding.
- 2.1.14. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.15. Update service interruptions or other service updates on Passio (or other ITS system) and the MHX Website as soon as a service interruption or change is known.
- 2.1.16. Ensure that service changes are only made by contracted employees in coordination with the City and/or Clackamas County directly.
- 2.1.17. Lead technology implementation and efares project on behalf of all County service providers including MHX and County shuttles.
- 2.1.18. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to MHX, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY, in an amount not to exceed \$688,400 for the entire two-year term of this Agreement, for eligible costs incurred, as further described in Exhibit B.
- 2.2.5. Contingent upon availability of sufficient funds, pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, and contingent upon availability of sufficient funds, as determined by the COUNTY in its sole discretion, COUNTY will be responsible for costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.7. Contingent upon the availability of sufficient funds, as determined by COUNTY in its sole discretion, COUNTY may pay for additional costs associated with the MHX service that are not specifically included in this Agreement but are directly associated with the operation of the MHX service. Provided funds are available, CITY and COUNTY will negotiate, in good faith, to determine if COUNTY may reimburse CITY for such additional costs.
- 2.2.8. Provide administrative and operational support as needed.

3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 and in accordance with the **Exhibit B**, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$688,400**. Any continuation or extension of this Agreement after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Agreement, as determined by the COUNTY in its sole administrative discretion.
 - 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in **Exhibit A**, attached hereto and incorporated by this reference herein.
 - 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
 - 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
 - 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.
4. Manner of Performance.
 - 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein.
 - 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
 - 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.
 5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Kristina Babcock, Human Services Supervisor, 2051 Kaen Rd, Oregon City, OR 97045 (kbabcock@clackamas.us) (971-349-0481)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way, Sandy, OR 97055 (ahowell@ci.sandy.or.us) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent or purposeful acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or

related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.

5.8. Dispute Resolution.

- 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.
- 5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

- 5.9.1. Term. This Agreement is effective upon execution by both parties and will terminate on June 30, 2026, unless the parties agree in writing to extend the Agreement. The City may seek reimbursement for eligible costs set forth in Exhibit B incurred on or after July 1, 2024.
- 5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.
- 5.9.3. Termination For Cause. Subject to Section 5.8.1 of this Agreement, either party may terminate this Agreement in the event of a breach by the other party. Upon termination for breach, each party shall have all rights and remedies available to it at law, in equity, and under this Agreement. In the event of City's breach, County may, at its option, also pursue any of the following additional remedies: (1) withholding funds until compliance is met; or (2) reclaiming directly associated funds in the case of omissions or misrepresentations in financial or programmatic reporting if not corrected. In the event of County's breach, City may, at its option, also suspend support functions provided under Section 2.1 until compliance is met.
- 5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either party is prohibited from paying for such work from the planned funding source.
- 5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.
- 5.11. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this

Agreement including, but not limited to, any additional requirements imposed by state or federal funding sources.

- 5.12. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- 5.13. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 5.14. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY

Stan Pulliam, Mayor

CLACKAMAS COUNTY

- Commissioner: Tootie Smith, Chair
- Commissioner: Ben West
- Commissioner: Mark Shull
- Commissioner: Paul Savas
- Commissioner: Martha Schrader

Signing on Behalf of the Mayor & Council

Tyler Deems, City Manager

Tootie Smith, Chair

Date

Date

EXHIBIT A
REPORTING REQUIREMENTS

Reporting:

CITY shall submit on a monthly basis a narrative summary of the work performed on behalf of the Mt Hood Express, including progress on any planning or special projects.

Invoicing

CITY, through designated staff, shall submit to COUNTY a monthly invoice for project management services, bus rental, reimbursement of shop supplies, and preventative maintenance and repair costs. Any bus rental fees will include a summary of rental use. Preventative maintenance and shop supply cost reimbursement requests will require documentation sufficiently detailed to allow for reimbursement from the applicable funding source, as determined by the COUNTY in its sole administrative discretion.

Farebox detail will be provided and fares will be deducted from the total bill.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each quarter following the billing period.

E-mail address: kbabcock@clackamas.us

COUNTY shall make payment to CITY within 30 days of receipt of each invoice submitted.

EXHIBIT B

BUDGET

BUDGET		
	Year 1 7/24 to 6/25	Year 2 7/25 to 6/26
Staff Support	\$ 30,000.00	\$ 40,000.00
Office Rental and Bus Parking	\$ 30,000.00	\$ 40,000.00
Staff Mileage	\$ 200.00	\$ 200.00
Program Materials	\$ 1,000.00	\$ 1,000.00
Vehicle Rental	\$ 500.00	\$ 500.00
Shop supplies, misc. equipment, COVID supplies, or general program expenses	\$ 20,000.00	\$ 20,000.00
ITS equipment and subscriptions	\$ 65,000.00	\$ 70,000.00
Joint Tech Project Match	\$ 20,000.00	
Preventative maintenace and repairs for MHX vehicles	\$ 65,000.00	\$ 65,000.00
Boring Lifeline Transportation Services	\$ 35,000.00	\$ 35,000.00
Expanded Elderly and Disabled Transportation	\$ 75,000.00	\$ 75,000.00
TOTAL	\$ 341,700.00	\$ 346,700.00
		\$ 688,400.00
<i>Total Compensation under this agreement shall not exceed \$688,400</i>		
RIDES PROVIDED		
	Year 1 7/22 to 6/23	Year 2 7/23 to 6/24
Boring Lifeline Transportation Services	400	450
Expanded Elderly and Disabled Transportation	900	950
TOTAL	1300	1400
<i>Revenue Hour Rate \$82.66/hr</i>		

EXHIBIT C
SPECIAL REQUIREMENTS

1. CITY certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the CITY is unable to certify to any of the statements in this certification, such CITY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, CITY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. CITY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient, or as otherwise required by public records laws. All records and files shall be appropriately secured to prevent access by unauthorized persons.

CITY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. CITY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. CITY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. CITY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
7. CITY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. CITY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) CITY's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the County within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).



STAFF REPORT

Meeting Type: City Council
Meeting Date: May 6, 2024
From: Patrick Depa, Senior Planner
Subject: Scales Avenue Road Closure – Mount Hood Farmer’s Market (File No. 24-024 TEMP)

DECISION TO BE MADE:

Whether to approve a closure of Scales Avenue between Pioneer and Proctor Boulevards over multiple dates for the Mount Hood Farmer’s Market, as outlined in Exhibit A.

PURPOSE / OBJECTIVE:

Approve or deny the closure of Scales Avenue per [Section 12.02.030 of the Sandy Municipal Code](#) (Jurisdiction and Management of the Public Rights-of-Way) File No. 24-024 TEMP.

The road closure is for multiple dates throughout the summer from May 17, 2024, to October 18, 2024. The road closure will only be active on the Fridays that fall between the above said dates from 2pm to 7pm.

BACKGROUND / CONTEXT:

Staff received a temporary land use application and other related materials on April 9, 2024, requesting approval of the Mount Hood Farmers Market to be held every Friday from 2pm to 7pm in downtown Sandy to the east of the AntFarm building in Downtown Sandy at 38600 Proctor Blvd.

The road closure is a result of the expanding popularity of the Mount Hood Farmers Market and the expected number of participants, booths, vendors, and visitors.

The applicant is proposing the following during this event:

- Large tent will be for the Mount Hood Farmers Market season
- Additional ten foot by ten-foot vendor booth areas for single dates or full season attendance
- Two hot food vendors as well as four others that are selling packaged food
- Music – invitation to local and regional musicians
- Power of Produce (POP) – AntFarm volunteers commit to teaching children healthy eating
- Sustainable Living Classes two times a month covering recycling, reuse, and gardening

The applicant submitted an application, road closure request, site plan, narrative, insurance coverage, and owner authorization. These submittals are provided as exhibits to this staff report.

KEY CONSIDERATIONS / ANALYSIS:

Scales Avenue Road Closure

- Section 12.02.030 states: “the City has jurisdiction and exercises regulatory management over all rights-of-way within the City under authority of the City charter and state law.”

In 2023, the City Council provided direction to staff that the Council wishes to review and approve all requests for right-of-way closures within the downtown core.

Following Council approval, the application will complete the process by submitting a [Right of Way Permit Application](#) to the Public Works Department, with the articles listed under the [Right of Way Permit Plan Submittal Requirements](#).

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the temporary road closure of Scales Avenue from 2pm - 7pm for each Friday from May 17, 2024, to October 18, 2024, for the AntFarm Farmers Market, following all the requirements set forth by the City of Sandy Public Works Department. This application meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a desirable event in downtown Sandy.

SUGGESTED MOTION LANGUAGE:

“I move to approve the closure of Scales Avenue between Pioneer and Proctor Boulevards for File No. 24-024 TEMP – Mount Hood Farmers Market from 2pm - 7pm for each Friday from May 17, 2024, to October 18, 2024.”

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application, owners’ authorization, narrative, and site plan
- Exhibit B. Road Closure Request Letter
- Exhibit C. Fire Marshal approval
- Exhibit D. Insurance coverage



General Land Use Application

1 page

Name of Project:	Mount Hood Farmers Market
Location or Address:	38600 Proctor Blvd, Sandy OR 97055

Map & Tax Lot #	T: 24 E	R: 13CB00	Section: 0700	Tax Lot (s):
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Request: This request is for the permit to run the 2024 Mount Hood Farmers Market at 38600 Proctor Blvd in Sandy Oregon from May 17th to October 18th, 2024. We have prepared the market plans with approval from the Fire Marshall.

An ADA bathroom will be accessible to vendors and the public.

I am the (check one) owner lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.

Applicant (if different than owner) AntFarm (Two Foxes Singing)	Owner Leathers Oil
Address 39140 Proctor Blvd	Address 255 Depot Street
City/State/Zip Sandy, OR 97055	City/State/Zip Fairview, OR 97024
Email nunpa@antfarmyouthservices.com	Email aaron@leathersfuels.net
Phone 971-275-2893	Phone 503-661-1244
Signature 	Signature Letter and signature on file

Staff Use Only

File #: 24-024 TEMP	Date: 4/9/24	Fee\$: Non - Profit	Planner: P. Depa	
Type of review:	Type I <input checked="" type="checkbox"/>	Type II <input type="checkbox"/>	Type III <input type="checkbox"/>	Type IV <input type="checkbox"/>
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting: n/a				

Development Services Department, 39250 Pioneer Blvd, Sandy, OR 97055, 503.489.2160



A Division of —
LEATHERS
ENTERPRISES,
INC.

August 18, 2016

RE: UPDATE / REVISION to May 30, 2014 Letter
Authorization and Use of 38600 Proctor Blvd by Woape, Inc., d.b.a. AntFarm

Ms. Noryne Robinson
Permit Clerk
City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055

Dear Ms. Noryne Robinson,

We understand that as the property owner of record, authorization is requested from Leathers Enterprises, Inc. by the City of Sandy, for the owner's approval of a variety of activities conducted from the property located at 38600 Proctor Blvd by our Lessee, Woape, Inc., d.b.a. AntFarm.

Accordingly, Leathers hereby and continuing for the duration of the current lease term, do authorize Woape, Inc. in their sale of a variety of products including but not limited to, farm produce, nursery stock, and or related seasonal items (e.g., pumpkins, Christmas Trees and the like), whether by retail or wholesale or both, for the express purpose of fund raising with the sole provision that in no way shall such activities violate any other terms or condition of the lease, the specific use clause of such lease included herein, additional lease terms notwithstanding.

Use of Premises. The Premises shall be used by Lessee for storage of gear, tools and supplies; and as a launch point for youth recycling program; Farmer's Market and YouthCore and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance or that disturbs owners and/or occupants of, or causes damages to, neighboring premises or properties. To this we add express approval of food vendors and artisans who may not otherwise be recognized under aforementioned groups and generalities.

Should you have any other questions or concerns about this or any other matter pertaining to this property, please do not hesitate to contact me.

Yours Truly,

Steve Reimer
Property Manager
Leathers Enterprises, Inc.

**24 Stations to
Serve You
Throughout
Oregon**

- Portland
- Gresham
- Estacada
- Scappoose
- Hines
- Madras
- Culver
- Prineville
- Hermiston
- John Day
- Albany
- Lebanon
- Medford
- Newberg
- Sandy
- Aurora
- Oregon City

225 Depot St.
Fairview,
Oregon 97024
(503) 661-1244
F A X 661-0234



Mount Hood Farmers Market Plans

May 17, 2024

1. **Parking and flow:** Vendors will utilize the North entrance from Proctor next to the Big Apple. They will pull in, unload, and then pull back out. Vendors will not use the parking lot at the Outdoor Building nor the market adjacent parking. Only vendors who are setting up along the side of Big Apple or under the main tent will be allowed to drive onto the grounds.
2. **Food Vendors:** There are currently two hot food vendors as well as 4 that are selling packaged food.
3. **Large tent:** This is the vendor tent used during the MH Farmers Market season. The plan is to put this up as soon as the new tent arrives and to take it down by November 1st. It will have pre-designed 10 x 10 vendor booth areas. For those vendors who commit to a full season, they will be assigned permanent spots. Music will be placed on one end in a separate tent further out in the field to ensure the sound is not too loud for the vendors. All other canopies are at least 20ft from the main tent.
4. **Flower beds and garden spaces:** Between all concrete dividers surrounding the lot there will be sunflowers planted as well as the South and West of the property will be planted with pollinators for hummingbirds and butterflies.
5. **Signs and banners:** We will have two large banners on posts at opposite corners of the Mount Hood Farmers Market grounds. These will be 4ft by 4ft. These are currently being redesigned and ordered. We will also have "burma shave" highway signs on highway 26 from both sides. We also want to place some mile marker signs on highway 26 as well as on 211. The signs will be put out on Thursday afternoons and picked up on Saturday mornings.
6. **Electricity:** Electrical service is available from the Outdoor Building.
7. **2023 Market dates and times:** Friday, May 17th – Friday, October 18, 2024, 2pm-7pm. There will be no market on the Friday of Mt. Festival if the grounds are needed.
8. **Activities and events at the market** – It is important to have important opportunities for people's participation. AntFarm will assist with organization of POP, Sustainable Living and Community supported classes.
 - a. **Music** – The Market Manager will take the lead on planning, organizing, calling, and inviting musicians.
 - b. **POP (Power of Produce)** – AntFarm staff and volunteers feel strongly that this children's program needs to be continued. AntFarm will provide volunteers and interns to run this booth.
 - c. **Sustainable Living classes** - two times a month at the market an AntFarm staff will facilitate a community Sustainable Living class. This will cover areas such as recycling, reuse, gardening, composting, etc.
 - d. **State benefits** – we accept Snap and have a grant for Double Up Food Bucks

- e. **Community supported classes** – one or two times a month, a topic centered class will be offered by community members wishing to teach. We have had some interest in this so will explore the feasibility of it.

Permit Map Descriptions

1. **Mount Hood Farmers Market Tent - 30' x 50'; placed in southern section of lot**
2. **Music Tent – 8' x 12'; placed North of big tent**
3. **Banners –**
 - a. **4' placed in Northeast corner of lot**
 - b. **4' placed adjacent to market tent on Southeast corner of lot**
4. **AntFarm Outdoor Building – 30' x 60'; storage and shop area for AntFarm Outdoors Programs and ADA bathroom for Food Vendors and MHFM**
5. **Scales Ave will be closed down and vendors will be set up along the road. There will be at least one food cart on site.**

37 38

ADA
4x4 sign

Apple Market
Moa Chain

39

36 13

40

35 14

41

34 15

42

Ant Farm →

↓

51

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49

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48

33 16

43

32 17

44

31 18

45

XX XX

XX XX

30 19

29 20

Music

28 21

27 22

26 23

25 24

Potential Food Carts

12

11

10

9

8

7

XX

XX

6

5

4

3

2

1

4x4 sign



April 23, 2024

Dear Sandy City Counsel,

We would like to officially request to close Scales Ave throughout our 2024 Mount Hood Farmers Market season. From May 17th through October 18th, we would like to close Scales Ave Fridays from 1:15pm to 7:15pm.

The market has been a focal point for our city for 10 years. This important community event brings in many local vendors as well as a rich culture of community support. We offer the SNAP Double Up Food Bucks and Power of Produce programs and bring in youth and community members for activities and music.

Last year we were able to close Scales Ave for our second half of the season, because we had grown beyond the capacity of the market grounds. We would like to keep this expansion onto Scales Ave for the entire 2024 market season. During the 2022 season, we had on average of 21 vendors per week. During the 2023 season, we had an average of 37 vendors. This year, we are expecting an average of at least 42 vendors per week.

We appreciate your consideration of our request. If you have any questions please feel free to contact me at mhfm@antfarmyouthservices.com or 503-482-9358.

Thank you,

A handwritten signature in black ink that reads "Jenny Rippey". The signature is written in a cursive, flowing style.

Jenny Rippey
MHFM Manager
AntFarm, Inc.



Patrick Depa <pdepa@ci.sandy.or.us>

Farmers Market Temp Use

2 messages

Patrick Depa <pdepa@ci.sandy.or.us>
To: "Boumann, Mike" <mike.boumann@clackamasfire.com>

Tue, Apr 23, 2024 at 12:52 PM

Hi Mike,

Can you please look over the Antfarm Farmers Market plan I attached. They are planning to close Scales Street as well but for every Friday afternoon throughout the summer. They mentioned that you had already approved their plan but I asked for any documentation and they didn't have any. If you have an email approving their layout or want to add some additional comments please do.

Also, on the issue with what type of roadblocks to use to close the road, what do you recommend? I thought to use those heavy water field road blocks that would probably stop a small or regular size car but not be able to deter a large fire truck from entering if it needed to.

Patrick Depa
Senior Planner

City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055
(503) 783-2585
pdepa@ci.sandy.or.us



Application - Narrative - Site Plan for Farmers Market (April 9, 2024).pdf
505K

Boumann, Mike <mike.boumann@clackamasfire.com>
To: Patrick Depa <pdepa@ci.sandy.or.us>

Tue, Apr 23, 2024 at 3:28 PM

Hi Patrick,

Thanks for sending. I've been in contact with Jenny, and we went over everything, but I hadn't given her a formal approval yet. They have been given great info/requirements from last year's Fire Marshal and I didn't have additional concerns other than if they have food carts/trucks on Scales, they'll want to ensure that the fire suppression systems are up to date on their service.

Regarding the barriers...I believe she is planning on using the Type 3 barriers which will work and are relatively easy to move if we ever need to.

Also, I wanted to mention, when the fireworks tent is eventually set up in late June, we will be inspecting that to ensure it's in line with what they submitted to the Oregon State Fire Marshal.

Item # 6.

Clackamas Fire is in approval of the 2024 Mt. Hood Farmers Market in Sandy.

Respectfully,

Mike Boumann

Captain Deputy Fire Marshal | Fire Prevention
direct: 503.742.2673



"Here for you"

CLACKAMAS FIRE DISTRICT #1
WWW.CLACKAMASFIRE.COM
503-742-2600

From: Patrick Depa <pdepa@ci.sandy.or.us>
Sent: Tuesday, April 23, 2024 12:52 PM
To: Boumann, Mike <mike.boumann@ClackamasFire.com>
Subject: Farmers Market Temp Use

[Quoted text hidden]

This e-mail is a public record of the City of Sandy and is subject to the State of Oregon Retention Schedule and may be subject to public disclosure under the Oregon Public Records Law. This e-mail, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please send a reply e-mail to let the sender know of the error and destroy all copies of the original message.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 08/24/24 Item # 6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783		CONTACT NAME: Ronni Phillips PHONE (A/C, No, Ext): (503) 227-1771 FAX (A/C, No): (503) 274-7644 E-MAIL ADDRESS: rphillips@epbb.com																						
INSURED ANTFARM Inc. 39140 Proctor Blvd Sandy OR 97055		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great American Assurance Company</td> <td>26344</td> </tr> <tr> <td>INSURER B:</td> <td>SAIF Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER C:</td> <td>Coalition Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Assurance Company	26344	INSURER B:	SAIF Corporation	36196	INSURER C:	Coalition Ins Co		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 23-24 GL AL U EO Ab Cy REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	PAC450264407	08/25/2023	08/25/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Abuse or Molestation-	\$ 1m / \$3m
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPE87359501	08/25/2023	08/25/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB450264502	08/25/2023	08/25/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	100037709	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Network & Information Security Liability Full Prior Acts, Continuity 8/25/22			C4LTY144081CYBER2023	08/25/2023	08/25/2024	Limit	\$1,000,000
							Retention	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see attached CG8970 11/14 endorsement



CERTIFICATE HOLDER City of Sandy 39250 Pioneer Blvd Sandy OR 97055		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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STAFF REPORT

Meeting Type: City Council
Meeting Date: May 6, 2024
From: Patrick Depa, Senior Planner
Subject: Noise Exception and Road Closure – Chainsaw Carving Event (File No. 24-011 TEMP and 24-012 TEMP)

DECISION TO BE MADE:

Whether to approve a noise exception and road closure for the Sandy Invitational Chainsaw Carving Event.

PURPOSE / OBJECTIVE:

Approve or deny the following requests for File No. 24-011 TEMP and 24-012 TEMP (Sandy Invitational Chainsaw Carving Event). The noise exception is for a one-day wood carving art event on Saturday June 1, 2024, from 8:00 am to 7:00 pm in downtown Sandy at 38600 Proctor Blvd and 16640 Champion Way.

1. Noise exception under [Section 8.20.020 of the Sandy Municipal Code](#) (Unnecessary Noise)
2. Closure of Scales Avenue between Pioneer and Proctor Boulevards, per [Section 12.02.030 of the Sandy Municipal Code](#) (Jurisdiction and Management of the Public Rights-of-Way)

BACKGROUND / CONTEXT:

Staff received two temporary land use applications and other related materials on February 23, 2024, requesting approval for a one-day “chainsaw carving” event from 8:00 am to 7:00 pm in downtown Sandy to the east of the AntFarm building at 38600 Proctor Blvd. and on the vacant lot at 16640 Champion Way, to the west of the Fred Meyer’s fueling station.

The first location, 38600 Proctor Blvd, is proposed to span over three lots that are under the same ownership where the Mount Hood Famers Market is held. The temporary closure of the Scales Avenue right-of-way is associated with this location.

The second location, 16640 Champion Way, is at the northeast corner of Champion Way and Industrial Way. The lots to the north and south are vacant, the lot to the west is Champion Collision, and the lot to the east is the Fred Meyer’s fueling station. The subject site and the lots to the east and west are zoned Industrial Park (I-1) and the lot to the south is zoned Light Industrial (I-2).

The applicant is proposing the following during this event:

- Twenty plus active carvers creating and carving a piece for auction
- A demonstration of skills by competitive foresters from OSU
- Mechanical Demo Field: Heavy machinery for public viewing and explanation
- Oregon Mass Timber Manufacturing information of the regenerative wave and construction future
- Public participation in forestry related activities (signed waivers will be required)
- Auction of carver's art at the end of the event

The applicant submitted an application, site plan, narrative, and event schedule. These submittals are provided as exhibits.

The applicant has stated he has secured a new insurance policy which is scheduled to start May 16, 2024. The Insurance and "Hold Harmless" clause for the city will be conditions in the final temporary use order and the policy will be verified by the Planning Division prior to the event.

KEY CONSIDERATIONS / ANALYSIS:

Noise Exception

- Section 8.20.020 (A) states: "No person may make, assist in making, continue or cause to be made any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others."
- Section 8.20.020 (B) states: "Loud, disturbing and unnecessary noises in violation of this section include, but are not limited to the following:"
- Section 8.20.020 (B)(10) goes on to state: "The discharge in the open air of the exhaust of a steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke."

The Code does not provide the City Council with specific criteria for reviewing and approving noise exceptions. Approval of the exception is within the Council's judgment and discretion.

Scales Avenue Road Closure

- Section 12.02.030 states: "the City has jurisdiction and exercises regulatory management over all rights-of-way within the City under authority of the City charter and state law."

In 2023, the City Council provided direction to staff that the Council wishes to review and approve all requests for right-of-way closures within the downtown core.

Following Council approval, the application will complete the process by submitting a [Right of Way Permit Application](#) to the Public Works Department, with the articles listed under the [Right of Way Permit Plan Submittal Requirements](#).

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the noise exception under Chapter 8.20.020 (B)(10) and the temporary road closure of Scales Avenue for the Sandy Invitational Chainsaw Carving Event, as this application otherwise meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a unique art event in downtown Sandy.

SUGGESTED MOTION LANGUAGE:

"I move to approve the noise exception at 38600 Proctor Blvd. and at 16640 Champion Way, and the Scales Avenue road closure between Pioneer and Proctor Boulevards, for File No. 24-011 TEMP and File No. 24-012 TEMP on June 1, 2024, from 8:00 am to 7:00 pm."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application
- Exhibit B. Special Event Permit Application
- Exhibit C. Narrative, Site Plan, and Information flyer



General Land Use Application

1 page

Name of Project:	SICC Forestry Festival (site 2)
Location or Address:	16620 Champion Way Sandy OR 97055

Map & Tax Lot #	T:	R:	Section:	Tax Lot (s):
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Request: Mechanized demonstrations of big equipment and career/tech job Fair. Live demos and vendors. Interactive Mass Timber displays, educational booths, nonprofits. Timber sport competitions and youth demo-field run by former OSU Students
--

I am the (check one) owner lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.

Applicant (if different than owner) Trajectory	Owner Rogue Fabrication
Address 9123 SE St. Helen's St. STE 264	Address 42335 Se Marwood Rd
City/State/Zip Clackamas OR 97015	City/State/Zip Sandy OR 97055
Email SICC@trajectorynw.org5	Email jambird.joey@gmail.com
Phone 03-381-9314	Phone 503-389-6413
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>

Staff Use Only

File #:	Date:	Fee\$:	Planner:
Type of review:	Type I <input type="checkbox"/>	Type II <input type="checkbox"/>	Type III <input type="checkbox"/> Type IV <input type="checkbox"/>
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting:			

Development Services Department, 39250 Pioneer Blvd, Sandy, OR 97055, 503.489.2160

Special Event Permit Application

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us

OVERVIEW

Special Events are those events using any portion of public right-of-way or city-owned property, including sidewalks, parks, streets, parking spaces, parking lots, alleys, trails etc. and/or an event, involve live or recorded music or substantially impact or impede traffic flow,. An application must be received at least 60 days prior to event. If the event requires significant amount of planning or long lead time for publicity and promotion, it is recommended that the applicant(s) allow 4-6 months for

APPLICATION PROCESS

This process begins when you submit a completed application. We would like to receive the application as soon as possible, but in no circumstances less than 60 days prior to your event. The fee for applications submitted with 60 days or more notice prior to event is \$50 (\$25 for non-profit). For applications received with less than 60 days notice the fee is \$100 (\$50 for non-profit). Submissions made less than 60 days in advance of the event may not be approved in time and in such instances may be denied based on the late submission. Denial of a special event permit does not grant reimbursement of the fee. Once the City has deemed an application complete an initial review will be completed and staff will contact applicant(s) via the email address provided upon submitted application. If staff does not have questions regarding the proposed event, the email will confirm the event date and the city will work with the applicant(s) to schedule a meeting to review your proposed event and layout. At the meeting, we will discuss fees and provide you with additional information and a checklist for planning.

After the initial meeting you will need to provide the following (at least 14 days before event):

1. Certificate of Insurance listing the City, its officers, agents and elected officials as additional insured with the following minimum coverage limits:
\$2,000,000 per occurrence and \$2,000,000 aggregate. (If not attached to application.)
2. Hold Harmless Agreements signed by applicant(s).
3. OLCC license approval (if applicable)
4. ODOT approval (if applicable) - we can advise you on this
5. Traffic Control/Parking Plan(s) - if not attached to your application
6. Map of closure(s) or route - if not attached to your application
7. Clean up plan - if not attached to your application
8. Cash deposit, funds in escrow or performance bond (if required)

CONTACT INFORMATION

*Organization/Group: Trajectory	
Address: 9123 SE St. Helen's St. Ste 264 Clackamas, OR 97015	
*Contact Name: Austin Ernesti	*Primary Phone: 503-381-9314
*Email Address: austin.e@trajectorynw.org	* Mobile Phone (if different than above):
Website: www.trajectorynw.org	Tax ID / SSN# 88-2612770

*required information

EVENT INFORMATION

*Event Type and Name: Wood/Vendor Carving Exposition, Timber Sports, Mech Demo, Career Fair	
Brief Event Description: Wood Carving Event hosting about 20 artists to showcase their skills and sell their art. Demonstrations of Forestry Skills and Knowledge. Education booths, vendors, Timber sports, Business Booths with hands on hiring opportunities. Heavy Machinery Demonstrations and Log Loader competition. Scales Ave. between HWY 26 N&S is requested for closure.	
*Location/Facility Requested: 38600 Proctor Blvd, Sandy, OR 97055 & 16620 Champion Way, Sandy, OR 97055	Expected Number of Participants: Youth: <u>500</u> Adult: <u>100</u>
*Event Date: June 01, 2023	Expected Number of Spectators: Youth: <u>500</u> Adult: <u>2000</u>
*Start Time: 8:00 am	*End Time: 7:00pm

*required information

Describe in detail the event you will be holding:

Hosting independant wood carving artists to demonstrate their capabilities and sell art. Invitations to other relevant vendors/
shops, including food, would be extended.
Educational booths with partnered Organizations including OSU, SAF, and Hopkins Demonstration Forest.
Hosted arborist/forester led "Biltmore Walking Tour" at intervals hosted by certified professionals.
Presentation from a Competing School Forestry team that demonstrates forestry skills and what todays competitions look like.
Hands on activities with nonpowerd equipment for the public (choker setting, hand buck saws, cable splice) with appropriate PPE and Trained
Professionals from OLC partnered businesses supervising.
For Carvers, Main Logs are choosen at 8am and carving may begin. A "Quick Carve" event runs from 1-2pm with a paired silent auction ending at 5pm
Carving on main pieces runs until 5pm with an auction beginning at 5:30pm. Materials, fencing, tents etc, will be removed before sundown but large pie
may need to stay on site until delivery is completed.

Champion Way site will include Mechanized Demonstrations from PetersonCAT, Triad, Ponesse, Linkbelt and others. Timber sports field,
Demonstrations by TimberLAB, CarpentryPLUS, and other mass timer. Career fair with hands on deomonstrations. Log Loader competition.
Use additional pages as needed.

Check & answer all that apply:

- How many toilets and handwashing stations will be provided? 6
- Will be blocking or closing roads, sidewalks or parking areas or affecting bus routes or bike lanes - Provide traffic control plan (diagram or map with narrative)
- Will need barricades from the City of Sandy - Provide number and locations
- Will require traffic control provided by City of Sandy
- Will require, or be requesting, police presence provided by City of Sandy
- Will be holding event in a City Park or on City Right of Way (street, sidewalk, parks, parking lane)
- More than 40 persons are expected at the event
- Will be advertising the event for commercial purposes or charging admission
- Will be serving food (catered or vendors) at the event (potlucks and family BBQs do not apply), Or have other vendors, artisans etc at the event. If so provide a vendor list
- Will be serving alcohol at the event
- Will be using pyrotechnics/fireworks at the event. Operation of any machinery or equipment which produces heat, sparks, dust, fumes or which require separation form event attendees to prevent injuries
- Will be using PA, Speakers or other Amplification/Broadcasting device at event
- Are legally recognized as a 501C3 Non-Profit or Charitable cause?
- Will require _____ number of parking spaces for each day of event (submit parking plan)
- Will there be rides (carnival rides, hot air balloons etc) at this event?
- Provisions for recycling and trash collection on-site? Provide plan and attach to application.
- Do you have insurance to cover the event? If yes, please provide copy of insurance certificate.
- Tents, canopies, trailers, mobile homes or covered booths or food carts

Special Event Permit

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us


SPECIAL USE PERMIT

1. The permit holder is authorized to conduct the following activities and install the following temporary improvements in the permitted area: See Exhibit A. The City makes no representation or warranties as to the condition of the permitted area or its suitability for the proposed event/activity.
2. The permit holder shall conduct the authorized activities according to the description on the application and any attached approved plans, conditions and specifications, provided by the City and included in attached Exhibits. The holder shall not install any improvements not specifically identified and approved above or in an exhibit.
3. No soil, trees, or other vegetation or any structures or improvements may be altered, destroyed or removed from property owned or managed by the City of Sandy without specific prior written permission from the authorized staff.
4. The permit holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
5. The permit holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized staff. The permit holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to any property owned or managed by the City of Sandy lands, roads and trails caused by the holder's activities.
6. The permit holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized staff, the holder shall remove or abate such hazards.
7. The permit holder shall be liable for any damage suffered by the City of Sandy resulting from or related to use of this permit, including damages to City of Sandy resources and costs of fire suppression.
8. To the greatest extent permitted by law, the permit holder shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City of Sandy and its officers, elected officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorney fees and related legal costs) for bodily or personal injury (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of permit holder, its owners, officers, directors, members, agents, volunteers, employees, contractors, invitees, licensees or guests. The obligations imposed upon permit holder under this paragraph include any claim arising out of or related to the use of property owned or managed by the City of Sandy in connection with the event for which this permit is issued. Permit holder expressly acknowledges that the City of Sandy shall, in all instances, except for any claim arising solely from the negligent acts or omissions of the City of Sandy, be indemnified by permit holder against any and all claims arising out of or related to the event.

9. This permit is subject to all valid existing rights and claims outstanding in third parties.
10. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized staff. Upon expiration or revocation of this authorization, the permit holder shall immediately remove all improvements or other property used for the event, except those owned or managed by the City of Sandy, and shall restore the site within 7 days, unless otherwise agreed upon in writing. If the holder fails to remove improvements or other property used for the event, it shall become property of the City of Sandy, but that will not relieve the holder of liability for the cost of its removal and restoration of the site.
11. This permit is a license for the use of City owned or managed property. It does not grant any interest in real property. This permit is not transferable. Only with the prior written approval of the City of Sandy, which it may withhold in its sole discretion, may the permit holder enter into agreements with third parties to exercise the rights and privileges granted by this authorization and only if those third parties expressly agree in writing to abide by the permit holder's duties and obligations and to abide by the conditions and restrictions of this permit. In any event, the permit holder remains bound by the terms and conditions of this permit, independent of whether the City of Sandy permits a third party to exercise rights under it.
12. The holder is required to comply with standards for adequacy and type of services set out in the this document or any exhibits attached to the permit, once issued.
13. Gambling or the use of gambling machines or devices during the event is prohibited.
14. The permit holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on property owned or managed by the City of Sandy shall be made clear in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.
15. Interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be nine percent (9%) per annum. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due. In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed. A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue. Payments will be credited on the date received by the designated City staff. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday. Disputed fees are due and payable by the due date. If the fees become delinquent, the City of Sandy reserves all of its rights under Oregon and federal law to collect a debt.
16. Possession, consumption, or sale of alcoholic beverages at or during the event is prohibited unless a separate alcohol permit has been issued and service is in accordance with OLCC regulations. Any alcohol permit may subject holder to additional terms and conditions, including higher insurance requirements.
17. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.
18. The above clauses shall control if they conflict with additional clauses or provisions in any exhibit.

19. The permit holder has read and agreed to abide by the park regulations established for use of a City of Sandy Facility/Park. The permit holder agrees to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition without damage. The permit holder agrees to promptly reimburse the City of Sandy for all damages. The permit holder acknowledges any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.

20. Applicant agrees to provide liability insurance a minimum of two (2) weeks prior to the event, naming the City of Sandy as an additional insured in the following amount: \$2 million single occurrence/\$2 million general aggregate. The event is prohibited until the required certificate has been received and approved by the City of Sandy.

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the Special Use Application, to be bound to the terms and conditions of this permit and to the City of Sandy's rules and procedures applicable to the event.	
Permit Holder's Printed Name: Austin Ernesti	
Permit Holder's Signature: 	Date: Feb 15, 2024
Authorization is granted by:	Title:
Signature:	Date:

HOLDER MUST HAVE THIS PERMIT AND ATTACHED EXHIBITS (IF ANY) (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

Exhibits attached: _____

SICC Forest Fest

(Sandy Invitational Chainsaw Carving)

2nd Annual Chainsaw Carving Event
38600 Proctor Blvd, Sandy, OR 97055
&
16640 Champion Way, Sandy OR 97055

OVERVIEW & PURPOSE

What: Celebrate Oregon Forests through the support of Wood Carving Artists, Timber Sports, Mass Timber, Mechanized demos, and skills demonstrations.

Where: [Mt. Hood Farmers Market](#), 38600 Proctor Blvd, Sandy, OR 97055 & 16640 Champion Way, Sandy OR 97055

When: June 1st, 2024 8:00 am to 7:00 pm

Who: Trajectory, Freelance Artists, Competitors, Local Business, Government Offices and Representatives, nonprofit organizations.

Website: <https://www.trajectorynw.org/sicc>

Contacts:Carving: [Austin Ernesti](#) 503-381-9314

Mech: [JR Hendershott](#) 971-378-4134 & Mike O'Malley 503-407-9058

Youth Field: Liz Reeve 503-349-8774

Timber Sports: Andrew Sloan 503-939-7986

Road Closures: We request closing Scales Ave for Fire Crews and Trailer Parking. Please advise as we defer to your experience and expertise, but this seems like a need this year

with the larger number of carvers.

Noise Exemption: We are requesting an exemption for noise violations from the City for the day of June 1st, 2024. There will be chainsaws and heavy machinery running. To our knowledge there were no noise complaints last year as chainsaws are always running in Sandy and the event will be closed before dusk.

Sandy Area Metro: We spoke with Andi at SAM and requested a specialty route for the day with decorations and "ride along foresters" to answer questions and educate the public.

Theme

Oregon does trees a bit differently. Our forests are an active and complex laboratory worth supporting and emulating; they create sustainable products, public recreation, curtail the threats of climate change, and provide a wide variety of careers. Trajectory can think of nothing in Sandy more worth celebrating, studying, enjoying, protecting, and honoring than the Forest.

The event is broken into Five parts with the main event being the active carving of 15-20 artists and the selling and auctioning of their art. Hosting independent wood carving artists to demonstrate their capabilities and sell art. Invitations to other relevant vendors/educational booths with partnered Organizations. Carvers choose their logs at 8 am by lot with trades legal. Saws down at 5:30 pm with judging panel decision announcement. "Quick Carve" event will also take place from 1-2pm where carvers are each given a second piece to carve whatever they desire. Silent auction on those pieces is conducted until 5 pm. Artists may also display and sell their own pieces.

Other events will include:

- **SICC Timber Sports:** Local Competitors following Stihl Timber Sports Rules. Industry Professionals only, no general public participation. Events include standards like buck saw, underhand chop, obstacle pole, log burling, stock saw, etc.

-SICC Youth Field: A demonstration of skills by former OSU Forestry Team members. They carry their own skills, and equipment. Trajectory will be sourcing the needed logs. They will also be the Industry Professionals that will be leading public in practical skills. Public participation in forestry-related activities like choker setting, cable splicing, and two-person buck saw. Waivers must be signed by all participants. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Equipment includes but is not limited to helmets, eye pro, ear pro, chaps, gloves, and face shields. Again, *untrained volunteers are not to instruct the general public.*

-SICC Mech Demo Field: Heavy Machinery for public viewing and explanation. (Harvester, Excavator, Dozer, etc) Mini Excavator public competition (balls in buckets.) Log Loader competition for industry professionals.

-SICC Mass Timber: Oregon Mass Timber Manufacturing: the regenerative wave of the near future. Displays by TimberLab, Souter Timber, OSU TallWood Design Institute, and more.

-Vendors: Selling Vendors, educational nonprofits, local organizations, and trades jobs with "job seekers" in mind. (Pseudo job fair.)

Incident Mitigation and Safety

-Insurance with \$2,000,000 liability naming Trajectory, AntFarm, Leathers Fuels, the City of Sandy, and all associated staff, participants, and volunteers as certificate holders. Insurance is provided by The Alliance of Nonprofits for Insurance.

-Carvers are given a 15'x30' space blocked off by waist high fencing. Signage on public facing sides.

-Timber Sports Field run by Jon Wood and Albert Schroder. (Did Estacada's for years.)

-Orange t-post fencing lining the entire perimeter of carving field, timber sports, and youth field. Mechanized portion will have a 6' chain link standing fence on road perimeter.

-Youth Field run by OSU Forester graduates currently working in this industry.

-All tools used by or supervised by trained professionals. Public is not to use powered equipment.

-Public will utilize full sets/ relevant Personal Protective Equipment during skills training.

-All equipment must be secured by physical presence, behind monitored fences, or in secured sites. Heavy equipment must be run by or in conjunction with experienced operators in the cab. Exception: mini excavator competition will be blocked off and can be done by any public members, dropping tennis balls in buckets.

-Mass timber demos will use small tools like impact drivers and hammers. Appropriate PPE utilized and guided by industry professionals from respective businesses.

-Earplugs at all entrances with volunteers discussing hearing loss prevention. Sunscreen and skin damage info are provided as well.

-6 Portable Toilets dispersed across events.

-Water Stations and first aid at each site

-Trash cans at all entrances, restrooms, and at water stations.

-Fire units on site. (Also with Career Fair participation.)

-EMS Services On Site (Also doing Career Fair Participation)

-Fire Marshal approval.

Clean up and Pack out:

Trajectory has a team of volunteers to facilitate teardown. During the evening of the 1st and the following day. Huge machines will need to be hauled out on Sunday the 2nd.

Major tents, trash, and exhibits will be torn down night of June 1st. Fencing, machines, and remainders will be removed on Sunday the 2nd.

Schedule: June 1st, 2024

SITE 1: Sandy Invitational Chainsaw Carving

7:00 am Arrival on Site and Setup (Fences Delivered the Night Before)

8:00 am Carvers choose logs by lots and begin carving their “main piece” for judging at the completion of

the event.

9:00 am Clackamas Fire and Mt. Hood Fire Arrive on site (mission depending)

10:00 am 1st Traveling Tree Tour Guided by Forester/Arborist (leave from the tent)

11:00 am Practical Demonstration by former OSU Forestry Team Members

12:00 pm 1st Forest Fire Prevention

1:00 pm Quick Carve event. 60 minutes for “artists’ choice,” silent auction follows. (Speech/recognitions)

2:00 pm 2nd Traveling Tree Tour Guided by Forester/Arborist

2nd Forest Fire Prevention

3:00 pm Practical Demonstration by former OSU Forestry Team Members

4:00 pm 3rd Traveling Tree Tour Guided by Forester/Arborist

3rd Forest Fire Prevention

5:00 pm Quick Carve Silent Auction winners announced

5:30 pm All Carving is to be completed by 5:30 pm and final judging will be announced.

(Speeches/Recognition)

6:00 pm Tear down and clean up. (20 People)

SITE 2: SICC Timber Sports and Demos

8:00 am Arrival on Site and Setup (Fences, Logs, and Heavy Equipment Delivered the Day Before)

9:00 am Career Booths and Vendor Set up

10:00 am “Doors Open” to the public. Mass Timber Displays open. Mech Field Open. Youth Field Open.

Timber Sports Competitors gather for rules and regulations.

11:00 am TimberSports, Log Loader, and Mini Ex Begin

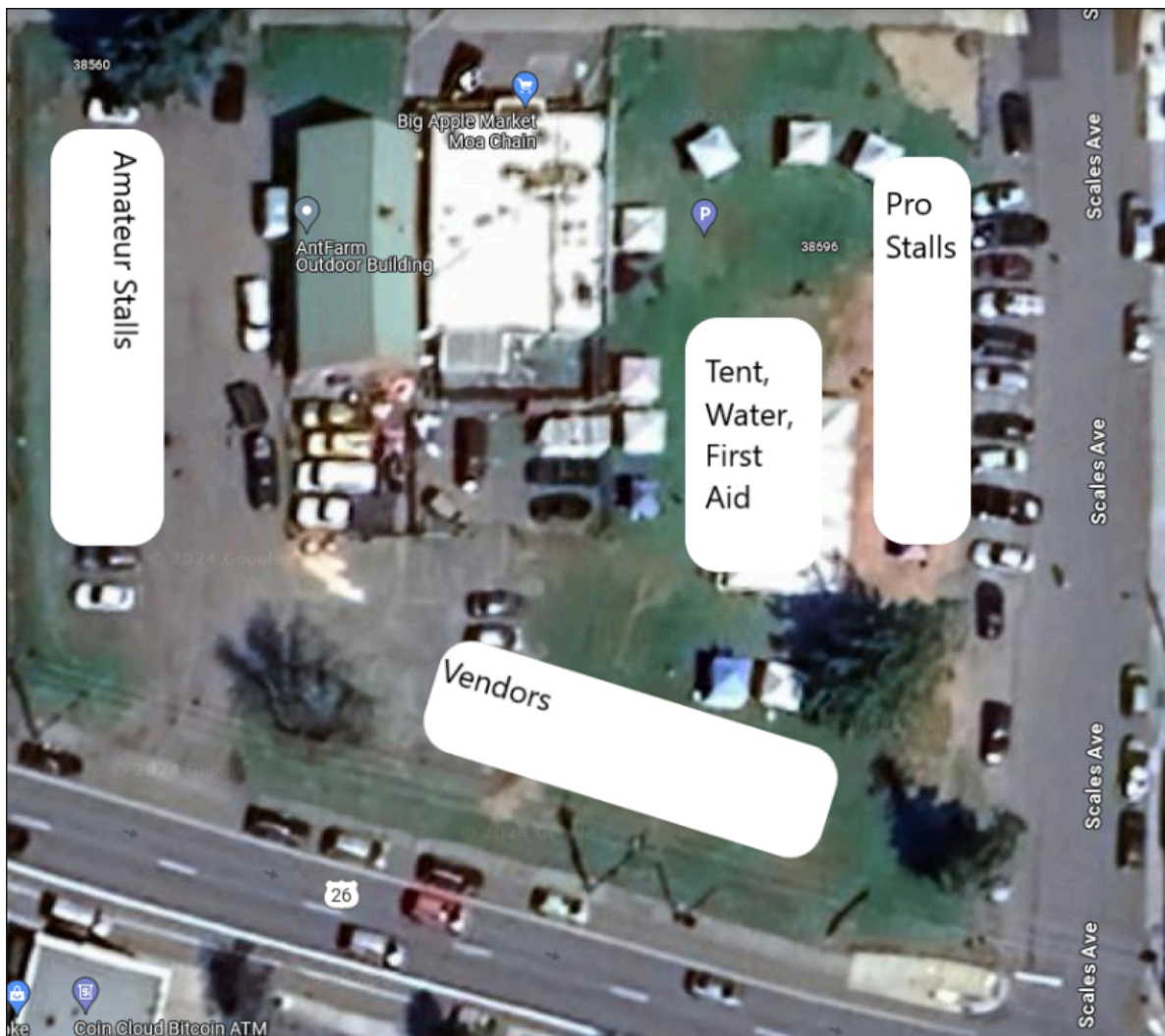
6:00 pm All Competitions close

6:30 pm Final judging will be announced. (Speeches/Awards/Recognition)

Maps

Beta Maps. This will change slightly as we dial in spaces and gear.

SITE 1: Sandy Invitational Chainsaw Carving. We have Antfarms permission to use the full parking lot as they will not be having any activities on that day. (Contact: Jen Rippey) We are requesting Scales Avenue be closed for trailers and fire department.

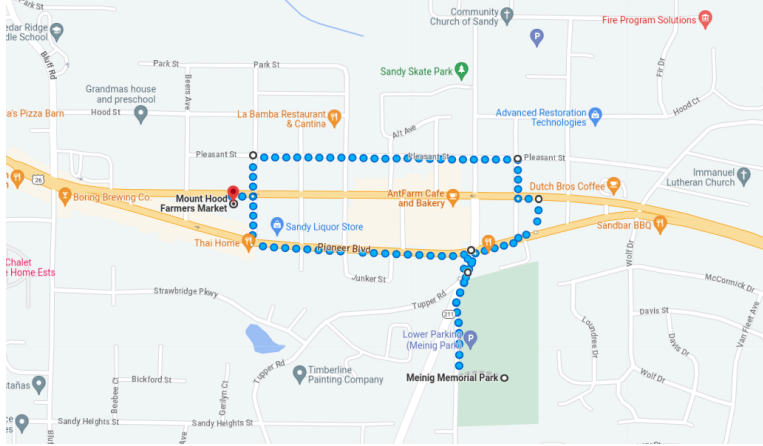


SITE 2: SICG Timber Sports and Demos

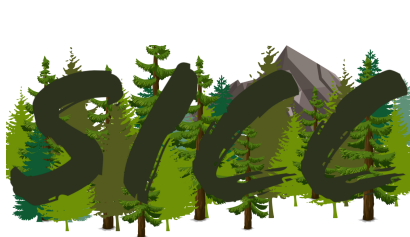
Brad Pickings lot at 16640 Champion Way will be the new site for the auxiliary action. Minor leveling will take place, we will need to pack in bark chips or hay on fresh dirt. Bark chips covering the ground for the Timber fields would be preferred. (In either situation, Trajectory will have insurance with the City on the Rider.) We will have to reseed anything left bare after the event. We do not need a c-1200 permit to our knowledge. Depending on amounts moved we may or may not have to fill a grading and erosion permit.



Walking Arborist/ForestTour (Wilbur at Mr. Tree)



Logos and QR Codes



2ND ANNUAL SANDY INVITATIONAL CHAINSAW CARVING
JUNE 1ST, 2024 8 AM - 6 PM
 38600 Proctor Blvd, Sandy, OR 97055

VENDORS/NONPROFITS

- 2 Sites! Farmers Market and Champion Way
- All stalls are free with no commission
- 10' x 10' standard (ask if you need more)
- Bring "hands on" activities

TRADES COMPANIES

- Post a hiring booth with applications.
- Bring gear/tools and "show" the job!
- Promote business and look for new hires!



Scan or Click to Sign Up

Contact Info:
 sicc@trajectorynw.org



SICC is hosted by Trajectory, a Community based Nonprofit recognized by the IRS as a 501(c)(3).



2ND ANNUAL SANDY INVITATIONAL CHAINSAW CARVING
JUNE 1ST, 2024 8 AM - 6 PM
 38600 Proctor Blvd, Sandy, OR 97055

CALLING ALL CARVERS

- Cedar logs provided by Weyerhaeuser
- Multiple cash prizes: Pro and Amateur
- 1st: \$1000/500
- 2nd: \$500/250
- Crowd Favorite: \$500/\$250
- Catered food
- Youth & Trades Education/ Career Fair



Scan or Click to Sign Up

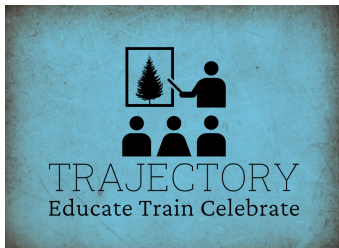


SICC is hosted by Trajectory, a Community based Nonprofit recognized by the IRS as a 501(c)(3).

AD Poster Coming Soon:



SANDY INVITATIONAL CHAINSAW CARVING





STAFF REPORT

Meeting Type: Council Meeting
Meeting Date: May 6, 2024
From: Andi Howell, Transit Director
Subject: Project Update: Sandy Operations Center Expansion Design

DECISION TO BE MADE:

No direct decisions at this time. This agenda item is intended to update and inform City Council on the project process and current direction. Staff seeks general feedback and guidance, and support from the Council for the current direction of the project.

BACKGROUND / CONTEXT:

In 2022 Transit was successful with a grant application through the Federal 5339 bus and facilities program. The grant provided funding for an electric bus, as well as the design of a new administrative building and a new maintenance building at the Sandy Operations Center.

In May 2023 Transit staff conducted a Request for Proposals (RFP) and out of eight applicants, MWA Architects was the selected vendor. The grant application for the Operations Center design was driven by a need to support growing infrastructure and departments, infrastructure improvements, and sustainability. With new electrification projects and the future need to purchase and maintain electric vehicles, SAM recognized that the City needs a forward-thinking plan that allows the City to maintain our capital investments independently, especially when emergencies occur, for all departments.

SAM provided MWA with the original master plan of the Sandy Operations Center. MWA was also provided guidance that while this is a Transit funded project, we are seeking solutions for multiple departments.

Design Steps

The project kick off meeting was December 11, 2023 and consisted of Andi Howell and Muna Rustam from Transit, Jenny Coker and Ryan Wood from Public Works, and Tiana Rundell from Parks and Recreation. Also attending was the MWA team, Jean Root, Leslee Randolph and Melissa Guarin. The day consisted of two workshops, one in the morning that involved interviews and a site walk to understand campus needs, and one in the afternoon to gather program on the daily activities of all departments and get a broad understanding of the site's organization around access, circulation, security, stormwater, and shared facilities. At this workshop several scenarios were discussed and sketched by the design team.

Although Andi and MWA meet weekly, the next larger steps were for the design team to spend time shadowing people from the various departments to better understand how space is used, where the needs are, and efficient design scenarios to meet the needs discussed.

The MWA team and Sandy staff also visited a nearby transit facility (Wilsonville's SMART) to meet with the Maintenance Supervisor and tour the facility. SMART conducts maintenance for all of Wilsonville's City Departments and currently has electric and hybrid vehicles.

As early as January the design team began providing the City with design options. Each decision that has been made to date has been a collaborative effort between Sandy Transit and Sandy Public Works, as these departments are the two who primarily occupy the Sandy Operations Center. Sandy Parks and Recreation has been kept up to date on the process and direction but that department is not as heavily impacted by the key decisions being made.

KEY CONSIDERATIONS / ANALYSIS:

Preventative maintenance information was collected for all departments, and it was determined those needs could be accommodated with room for fleet expansion.

With support from Council, moving this maintenance building layout to a 30% design package for concept will allow transit to move forward in the grant application process.

- Critical Path to meet needs of all Departments: Ability to Maintain vehicles (sustainability)
- Immediate Needs of Departments in Operations Center: office space, conference and training space, storage space (parts and maintenance as well as records), break rooms, restrooms.

BUDGET IMPACT:

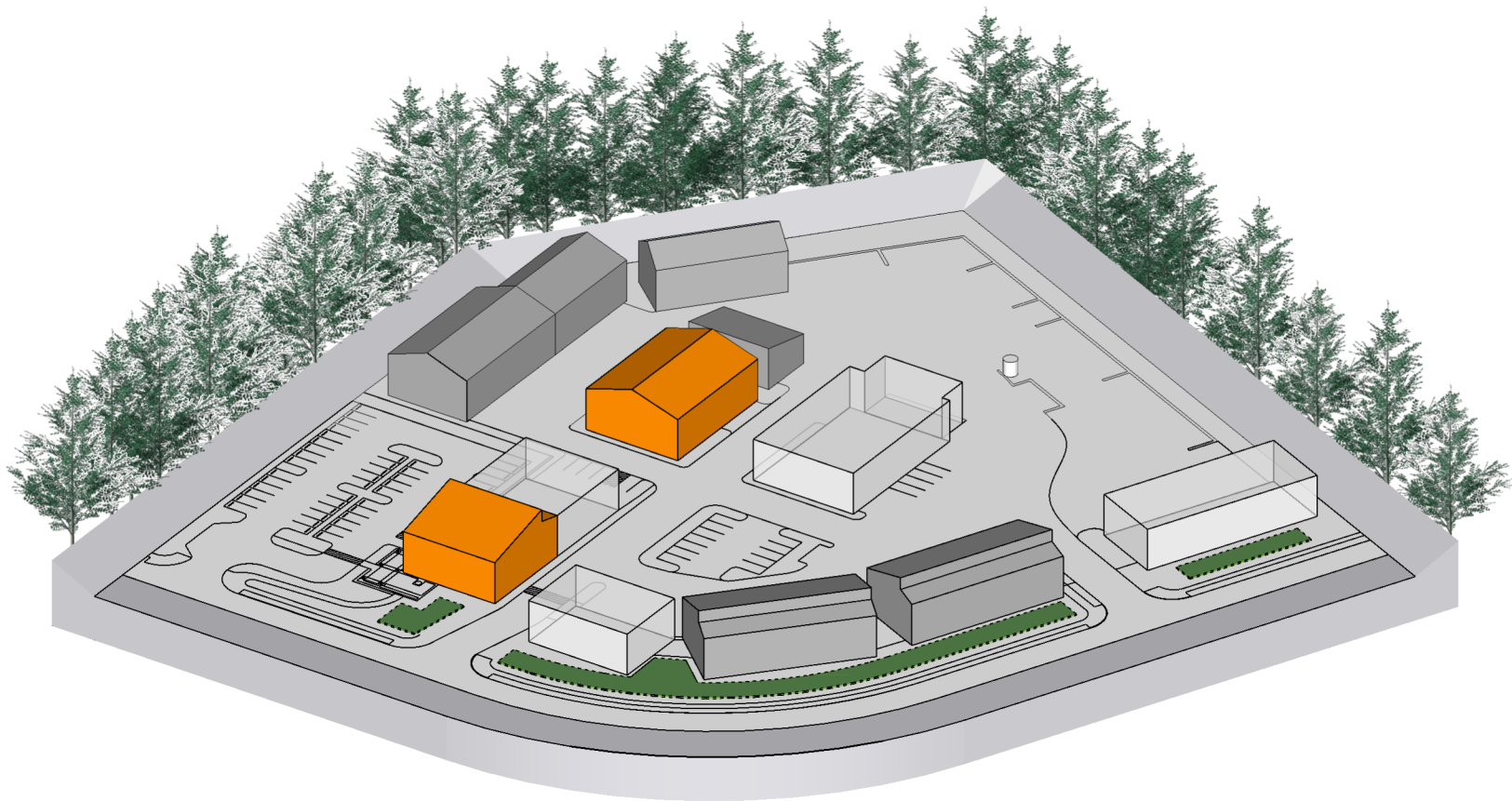
None currently.

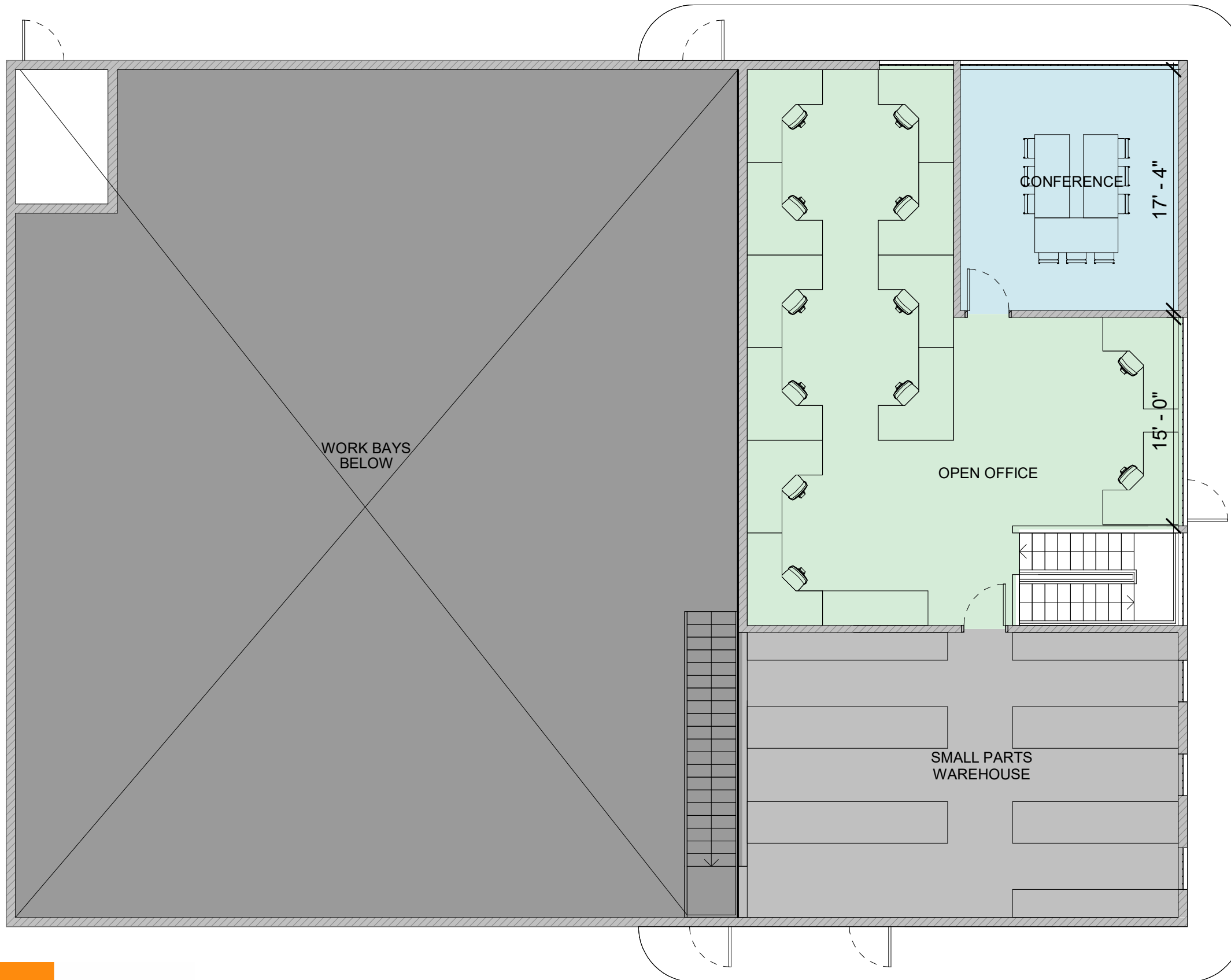
RECOMMENDATION:

Staff requests Council feedback and support regarding the current direction of the project.

LIST OF ATTACHMENTS / EXHIBITS:

- Scope of Project
- Existing Administration Building
- First Floor Maintenance Bay
- Second Floor Maintenance Bay
- Future Remodel of Current Administration Building





LEGEND

- OFFICE
- CONFERENCE ROOM
- SERVICE
- STORAGE



KEYNOTES

- 1 BUS KEYS
- 2 TRAINER WORKSTATION
- 3 PRESENTATION WALL

LEGEND

- OFFICE
- CONFERENCE ROOM
- BREAK
- KITCHEN
- RESTROOM
- SERVICE
- STORAGE
- UTILITY

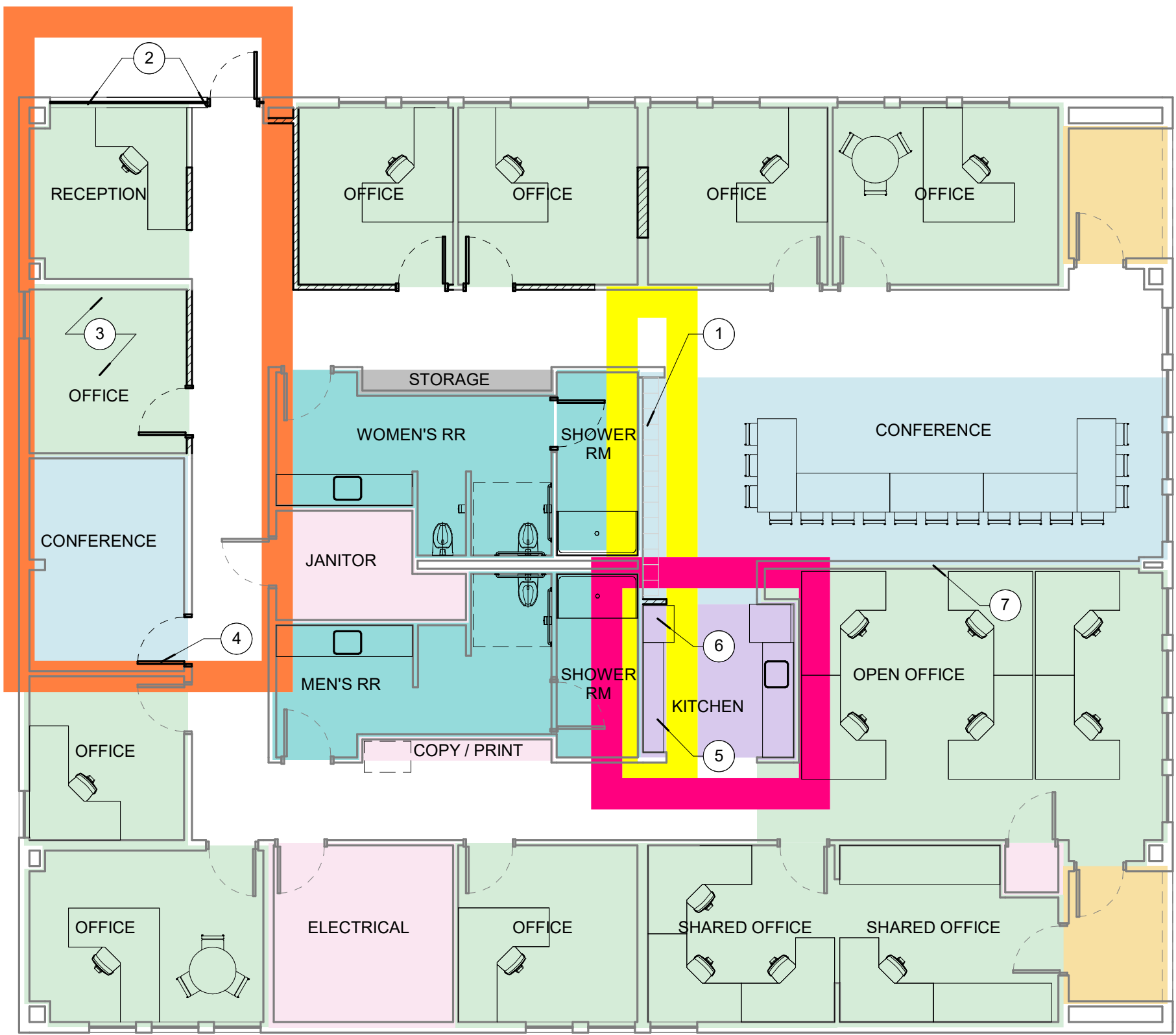


Sandy Operations Expansion

New Maintenance & Operations Building

First Floor

1/8" = 1'-0"



PHASE 1 2025-2026

- 1 (E) LOCKERS MOVE TO (N) MAINTENANCE BUILDING

PHASE 2 2027-2028

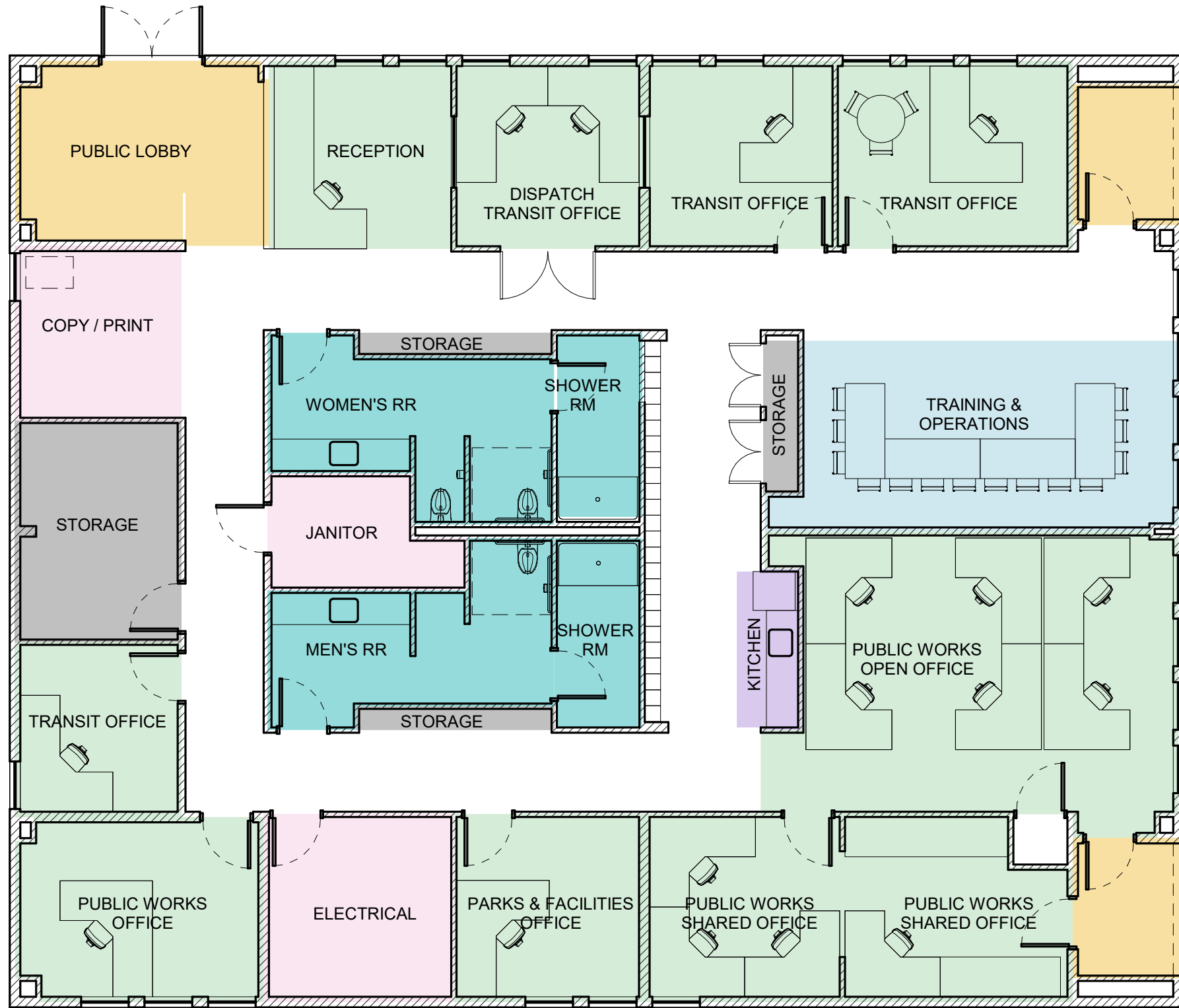
- 2 (N) STOREFRONT WINDOW & ENTRY SYSTEM
- 3 (N) OFFICE: PHASE 1 FOR TRANSIT; PHASE 2 FOR PUBLIC WORKS
- 4 (N) GLAZED DOOR

PHASE 3 2028 +

- 5 (N) COUNTER TOP WITH RECYCLE AND TRASH BELOW
- 6 (N) CONVECTION OVEN / MICROWAVE SHELF

LEGEND

- OFFICE
- CONFERENCE ROOM
- ENTRY
- KITCHEN
- RESTROOM
- STORAGE
- UTILITY
- (N) WALL OR INFILL



LEGEND

- OFFICE
- CONFERENCE ROOM
- ENTRY
- KITCHEN
- RESTROOM
- STORAGE
- UTILITY

Meeting Type: Sandy City Council
Meeting Date: May 6, 2024
From: John Wallace, Recreation and Senior Service Manager
Subject: Branding Package Approval: Action Sports Components of Cedar Park

DECISION TO BE MADE:

Provide input on the preferred branding package for the Action Sports Components (Skate Park, Jump Line, and Pump Track) at Cedar Park.

PURPOSE / OBJECTIVE:

The purpose of this report is to present two preferred branding packages for the Action Sports Components to City Council for final input and decision-making.

BACKGROUND / CONTEXT:

The Parks and Recreation Department, along with Spoke and Wheel, met multiple times to brainstorm, create, edit, and produce a name and a branding package that we feel promotes the action sports components of Cedar Park but stays true to Sandy. Below is a timeline:

- February 1, 2024: staff met with Spoke and Wheel, a partner company with American Ramp Company, for a kickoff meeting to discuss the branding and marketing of our action sports park at Cedar Park.
- February 9, 2024: staff met with Spoke and Wheel to narrow down branding ideas to three options.
- March 5, 2024: staff met with Spoke and Wheel to narrow down the branding package to include one name with multiple design elements that we would take before The Parks and Trails Advisory Board.
- March 13, 2024: Spoke and Wheel met with the [Parks and Trails Advisory Board](#) to discuss the branding and design elements of the action sports complex. Key takeaways and feedback are listed below:
 - Two preferred designs
 - One design includes a topographical map. PTAB suggested using the local topography of Cedar Park and the Sandy River Park.
 - PTAB suggested combining both “Sandy Style” color schemes into a single branding package.
- March 28, 2024: staff received the final two options to present to City Council

KEY CONSIDERATIONS / ANALYSIS:

We believe it is crucial to establish a professional and captivating name and branding package for the action sports components within Cedar Park. One of our primary objectives for this park is to position it as a regional attraction and a catalyst for economic growth and tourism. Given our aspirations to host professional events, community programs, and achieve recognition on a regional scale, a distinctive logo, name, and branding package are essential.

Additionally, as part of the branding initiative, Spoke and Wheel will produce an opening/promotional video showcasing the City of Sandy, Cedar Park, City staff, and our vibrant community members.

BUDGET IMPACT:

Funding for the Spoke and Wheel branding package was included in the BN 2023-2025 budget.

RECOMMENDATION:

Staff recommends that the City Council review the Branding Packages for the Action Sports Components of Cedar Park and choose a preferred option.

LIST OF ATTACHMENTS / EXHIBITS:

1. Branding Presentation (Slide Deck)
2. PDF of branding options



Item # 9.

Branding Package

Action Sports Components of Cedar Park

John Wallace-Recreation and Senior Services Manager

Agenda

- Purpose & Introductions
- Review The Process
 - How we got here
 - Where we are
- Next Steps

Introductions and Purpose

- Spoke and Wheel Staff
 - Jason Williams
 - Brock Wagner
- To review the proposed branding packages approved by the Parks Trails and Advisory Board.
- Choose a preferred package.
- Ask and answer any questions.

The Process

Geographical & Nature	Animal	Skate/Bike	Facility & Building
<ul style="list-style-type: none"> • Battle Axe • The Devil's Backbone • Wy'East • Down Country • Strato • Volcano • Elevation • Overlook • Quicksand • Ft. Hills • River • Buck • The Ridge • Cascade • The Pit/Berm/ Berm & Pit • Compass • Windward 	<ul style="list-style-type: none"> • Elk • Buck • Sasquatch /Bigfoot • Snake • Steelhead • <u>Yeti</u> • Ranger • Minotaur 	<ul style="list-style-type: none"> • Flow & Roll • Swoopy • Drop In • 50/50 • Crooked • Shred • Session • Launch Pad • Pioneer Pump 	<ul style="list-style-type: none"> • Trade Post • Stage Post • Hub • The Rampyard • Basecamp



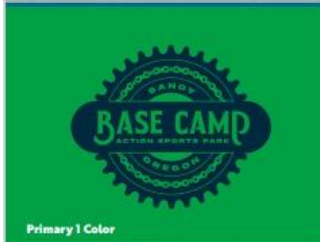
The Yard

Basecamp

Steelhead



Basecamp: Option 1



Basecamp: Option 2

Option B.1



Primary



Icons



Option B.2



Primary



Icons



Next Steps...

RECOMMENDATION:

Staff recommends that the City Council review the Branding Packages for the Action Sports Components of Cedar Park and choose a preferred option.

SUGGESTED MOTION LANGUAGE:

“I move that we adopt Option 1 or Option 2 as the official name and branding package for the Action Sports Components of Cedar Park.”



Primary



Primary 1 Color



Secondary



Secondary



Icon



Badge



Primary



Primary 1 Color



Secondary



Secondary



Icon



Badge



Primary

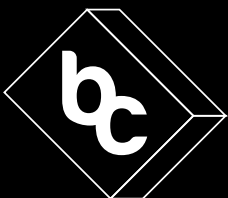


Primary 1 Color Black



Primary 1 Color White

Icons





Primary



Primary 1 Color Black



Primary 1 Color White

Icons

