Exhibit D

Attachments

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Operator Manifest

Driver: ORANGE-PUGH, HELEN
Date: 2020-04-01
Route: 1
Vehicle: 1027

Run Begin:
Run End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
05:00	**05:00** Start	05:00 05:00	64049.8	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
05:37	**05:30** Pickup	05:30 05:32	64051.8	2260 E MAIN ST, DECATUR, 62521	**GARNER, MARY** 217 423-6765	ADA	$ 2.00	CLI	WC
	05:45 Dropoff	05:42 05:45	64055.8	1830 S 44TH ST, DECATUR, 62521 DIALYSIS - 44TH ST -X- E MAYNOR ST	**GARNER, MARY** 800-881-5101				
08:30	**08:28** Pickup	08:28 08:30	64069.8	3855 GREENRIDGE DR, DECATUR, 62526 TAMMY PEARSON	**NANCE, SARAH** (217)877-7735	FREE ADA	$ 0.00 $ 2.00	PCA CLI	AM WC
	08:44 Dropoff	08:40 08:44	64071.8	210 W MCKINLEY AVE, DECATUR, 62526 CANCER CARE CENTER -X- N CHURCH CT	**NANCE, SARAH**				
09:45	**09:35** Pickup	09:35 09:40	64072.8	2530 N MONROE, DECATUR, 62526	**MADDOX, FLOYD** 875-0920	ADA	$ 2.00	CLI	WC
10:15	**09:47** Dropoff	09:43 09:47	64072.8	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**MADDOX, FLOYD** 217-877-9351				
	10:00 Lunch	10:00 10:30	64073.8						
12:15	**12:15** Pickup	12:15 12:20	64074.8	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**SCHELL, JAMES** 217-877-9351	FREE ADA	$ 0.00 $ 2.00	PCA CLI	AM WC
	12:29 Dropoff	12:27 12:29	64076.8	2142 BARDING AVE, DECATUR, 62526	**SCHELL, JAMES**				
12:45	**12:40** Pickup	12:40 12:45	64080.8	1790 S FAIRVIEW, DECATUR, 62521	**FERRIELL, MARK A.** 429-2551	ADA	$ 2.00	CLI	WC
	13:05 Dropoff	13:00 13:05	64084.8	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- OP OUT PATIECE	**FERRIELL, MARK A.**				
13:25	**13:25** End	13:25 13:25	64087.8	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Operator Manifest

Driver: COMAGE, VERDA
Date: 2020-04-01
Route: 2
Vehicle: 1026

Run Begin:
Run End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
05:00	05:00 Start	05:00 05:00	60388.7	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
05:15	05:05 Pickup	05:05 05:08	60390.7	1554 N POOLE, DECATUR, 62526	HICKS, DOROTHY J. 422-3565	ADA	$ 2.00	CLI	AM
	05:14 Dropoff	05:12 05:14	60391.7	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	HICKS, DOROTHY J. 217-877-9351				
05:30	05:19 Pickup	05:19 05:19	60392.7	3050 SOUTHERN HILLS DR, DECATUR, 62526	LEFORE, LOIS 217-872-4376	ADA	$ 2.00	CLI	AM
06:15	05:24 Dropoff	05:23 05:24	60393.7	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	LEFORE, LOIS 217-877-9351				
06:00	05:47 Pickup	05:47 05:52	60396.7	2142 BARDING AVE, DECATUR, 62526	SCHELL, JAMES	FREE ADA	$ 0.00 $ 2.00	PCA CLI	AM WC
	06:01 Dropoff	05:57 06:01	60397.7	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	SCHELL, JAMES 217-877-9351				
06:30	06:15 Pickup	06:15 06:26	60398.7	1704 N GULICK AVE, DECATUR, 62526	THOMAS, GLORIA L. 16182089784	ADA	$ 2.00	CLI	AM
	06:32 Dropoff	06:29 06:32	60399.7	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	THOMAS, GLORIA L. 217-877-9351				
	09:30 Lunch	09:30 10:00	60410.7						
10:30	10:16 Pickup	10:16 10:36	60413.7	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	THOMAS, GLORIA L. 217-877-9351	ADA	$ 2.00	CLI	AM
	10:43 Dropoff	10:41 10:43	60414.7	1704 N GULICK AVE, DECATUR, 62526	THOMAS, GLORIA L. 16182089784				
12:05	12:05 End	12:05 12:05	60419.7	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Operator Manifest

Driver: ANDERSON, ANTONIS
Date: 2020-04-01
Route: 3
Vehicle: 1025

Run Begin:
Ruu End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
08:45	**08:45** Start	08:45 08:45	216716.9	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
09:15	**09:10** Pickup	09:10 09:14	216723.9	565 MARION AVE, FORSYTH, 62535 HICKORY POINT VILLAGE	**LAWYER, RITA**	ADA	$ 2.00	CLI	AM
	09:35 Dropoff	09:32 09:35	216729.9	794 E WOOD ST, DECATUR, 62523 DIALYSIS - WOOD ST -X- HILTON ST	**LAWYER, RITA** 866-544-6741 EXT3425				
10:00	**09:54** Pickup	09:54 09:57	216730.9	156 S WATER ST, #401, DECATUR, 62523 ORLANDO APARTMENT	**AL-AMIN, KARIMA** 217-330-4621	ADA	$ 2.00	CLI	WC
	10:09 Dropoff	10:05 10:09	216733.9	3070 N WATER ST, DECATUR, 62526 KROGER - B WOOD VILLAGE	**AL-AMIN, KARIMA**				
10:30	**10:16** Pickup	10:16 10:18	216735.9	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**HICKS, DOROTHY J.** 217-877-9351	ADA	$ 2.00	CLI	AM
	10:26 Dropoff	10:23 10:26	216737.9	1554 N POOLE, DECATUR, 62526	**HICKS, DOROTHY J.** 422-3565				
11:45	**11:35** Pickup	11:35 11:37	216739.9	123 S DELMAR AVE, DECATUR, 62522 DAVID MICHL-BROTHER 630-951-1321	**MICHL, CHARLES** (217)620-8699	ADA	$ 2.00	CLI	WC
12:30	**11:55** Dropoff	11:55 11:55	216746.9	1830 S 44TH ST, DECATUR, 62521 DIALYSIS - 44TH ST -X- E MAYNOR ST	**MICHL, CHARLES** 800-881-5101				
	13:00 Lunch	13:00 13:30	216749.9						
14:00	**13:43** Pickup	13:43 13:48	216753.9	794 E WOOD ST, DECATUR, 62523 DIALYSIS - WOOD ST -X- HILTON ST	**LAWYER, RITA** 866-544-6741 EXT3425	ADA	$ 2.00	CLI	AM
	14:08 Dropoff	14:04 14:08	216759.9	565 MARION AVE, FORSYTH, 62535 HICKORY POINT VILLAGE	**LAWYER, RITA**				
14:30	**14:20** Pickup	14:20 14:23	216764.9	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**MADDOX, FLOYD** 217-877-9351	ADA	$ 2.00	CLI	WC
	14:29 Dropoff	14:26 14:29	216764.9	2530 N MONROE, DECATUR, 62526	**MADDOX, FLOYD** 875-0920				
14:45	**14:32** Pickup	14:32 14:35	216765.9	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- OP OUT PATIECE	**FERRIELL, MARK A.**	ADA	$ 2.00	CLI	WC

Route: 3

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
	14:51 Dropoff	14:49 14:51	216769.9	1790 S FAIRVIEW, DECATUR, 62521	**FERRIELL, MARK A.** 429-2551				
15:00	**15:00** Pickup	15:00 15:15	216772.9	794 E WOOD ST, DECATUR, 62523 DIALYSIS - WOOD ST -X- HILTON ST	**WARNER, BETH** 866-544-6741 EXT3425	ADA	$ 2.00	CLI	WC
	15:27 Dropoff	15:24 15:27	216775.9	500 W MCKINLEY AVE, DECATUR, 62526 MCKINLEY COURT	**WARNER, BETH** 217-875-0020				
15:47	**15:47** End	15:47 15:47	216778.9	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Operator Manifest

Driver: ORANGE-PUGH, HELEN
Date: 2020-01-28
Route: 1
Vehicle: 1027

Run Begin:
Run End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
05:15	**05:15** Start	05:15 05:15	59041.6	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
05:30	**05:24** Pickup	05:24 05:27	59045.6	75 GREENRIDGE DR, DECATUR, 62526	**STRONG, EVELYN** 2178779134	FREE ADA	$ 0.00 $ 2.00	PCA CLI	AM WC
05:45	**05:31** Pickup	05:31 05:31	59045.6	5 NE CARROLL DR, DECATUR, 62526	**TRUITT, JANET** 875-3818	CARD	$ 0.00	CLI	AM
	05:48 Dropoff	05:47 05:48	59051.6	2075 E LAKE SHORE DR, DECATUR, 62521 DECATUR DAYCARE ONEWAY TRIP	**TRUITT, JANET**				
06:15	**05:58** Pickup	05:58 05:59	59055.6	451 E GRAND AVE, DECATUR, 62521	**SHELLEY, BETTY** 330-7858	ADA	$ 2.00	CLI	AM
	06:12 Dropoff	06:08 06:12	59057.6	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**STRONG, EVELYN** 217-877-9351				
	06:12 Dropoff	06:08 06:12	59057.6	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**SHELLEY, BETTY** 217-877-9351				
06:30	**06:35** Pickup	06:35 06:37	59057.6	2530 N MONROE, DECATUR, 62526	**MADDOX, FLOYD** 875-0920	CARD	$ 0.00	CLI	WC
	06:45 Dropoff	06:42 06:45	59058.6	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**MADDOX, FLOYD** 217-877-9351				
07:00	**06:51** Pickup	06:51 06:58	59060.6	1704 N GULICK AVE, DECATUR, 62526	**THOMAS, GLORIA L.** 16182089784	CARD	$ 0.00	CLI	AM
07:00	**07:11** Pickup	07:11 07:14	59065.6	50 RIDGE DALE DR, DECATUR, 62521	**NELLIS, DANIEL A.** 423-7176	PASS	$ 0.00	CLI	AM
07:30	**07:29** Dropoff	07:24 07:29	59070.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- ER ORTHO MED	**THOMAS, GLORIA L.**				
	07:34 Dropoff	07:32 07:34	59071.6	220 W MCKINLEY AVE, DECATUR, 62526 YMCA	**NELLIS, DANIEL A.**				
07:15	**07:58** Pickup	07:58 07:59	59075.6	3820 CAMELOT CIR, DECATUR, 62526	**PALMERI, MARIE R**	PASS	$ 0.00	CLI	AM
	08:03 Dropoff	08:03 08:03	59076.6	2121 HUBBARD AVE, DECATUR, 62526 MACON RESOURCES	**PALMERI, MARIE R**				
08:30	**08:25** Pickup	08:25 08:30	59079.6	2530 N MONROE ST, DECATUR, 62526	**BRADY, ISSAC** (217) 875-0920	FREE CARD	$ 0.00 $ 0.00	PCA CLI	WC AM

Route: 1

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
	08:39 Dropoff	08:35 08:39	59080.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- OP OUT PATIECE	**BRADY, ISSAC**				
08:45	**08:40** Pickup	08:40 08:45	59080.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- ER ORTHO MED	**THOMAS, GLORIA L.**	CARD	$ 0.00	CLI	AM
	08:53 Dropoff	08:50 08:53	59081.6	1704 N GULICK AVE, DECATUR, 62526	**THOMAS, GLORIA L.** 16182089784				
	09:00 Lunch	09:00 09:30	59082.6						
09:49	**09:50** Pickup	09:50 09:57	59083.6	2530 N MONROE ST, DECATUR, 62526 SYMPHONY OF DECATUR -X-W MCKINLEY AVE	**EVERSOLE, GREGORY** 217-875-0920	FREE CARD	$ 0.00 $ 0.00	PCA CLI	AM WC
~~**09:45**~~	~~**09:57**~~ Pickup	~~09:50~~ 09:57	~~59083.6~~	~~2530 N MONROE ST, DECATUR, 62526~~	~~**AUTON, MARY**~~ (217) 875-0920	~~FREE~~ CARD	~~$ 0.00~~ $ 0.00	~~PCA~~ CLI	~~WC~~ AM
	10:04 Dropoff	10:02 10:04	59083.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- OP OUT PATIECE	**AUTON, MARY**				
	10:09 Dropoff	10:07 10:09	59084.6	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**EVERSOLE, GREGORY** 217-877-9351				
10:46	**10:34** Pickup	10:34 10:35	59089.6	4224 N PROSPECT DR, DECATUR, 62526 WALMART - N PROSPECT DR -X- E ASH AVE	**GOLSTON, JOHNNIE L.**	ADA	$ 2.00	CLI	AM
	10:52 Dropoff	10:50 10:52	59096.6	4305 E WHITE, DECATUR, 62524	**GOLSTON, JOHNNIE L.** 520-8590				
11:30	**11:25** Pickup	11:25 11:27	59100.6	2121 HUBBARD AVE, DECATUR, 62526 MACON RESOURCES	**HARDISON, TONYA**	ADA	$ 2.00	CLI	AM
	11:39 Dropoff	11:37 11:39	59104.6	1155 S RT 51, FORSYTH, 62535 TEXAS ROADHOUSE	**HARDISON, TONYA**				
12:30	**12:24** Pickup	12:24 12:27	59111.6	1653 N 32ND ST, DECATUR, 62526	**PORTER, TERRY** 217-412--0805	PASS	$ 0.00	CLI	WC
	12:42 Dropoff	12:39 12:42	59115.6	500 W MCKINLEY AVE, DECATUR, 62526 MCKINLEY COURT	**PORTER, TERRY** 217-875-0020				
13:00	**12:51** Pickup	12:51 12:56	59116.6	2727 N MONROE ST, #210, DECATUR, 62526	**EMBREY, ROBERT SR.** 217 358 1677	ADA	$ 2.00	CLI	AM
13:30	**13:03** Dropoff	13:00 13:03	59116.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- BARNES LOBBY MAIN ENTR	**EMBREY, ROBERT SR.**				
14:10	**14:00** Pickup	14:00 14:04	59121.6	1155 S RT 51, FORSYTH, 62535 TEXAS ROADHOUSE	**HARDISON, TONYA**	ADA	$ 2.00	CLI	AM
15:00	**14:15** Pickup	14:15 14:18	59125.6	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- BARNES LOBBY MAIN ENTR	**EMBREY, ROBERT SR.**	ADA	$ 2.00	CLI	AM

Route: 1

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
	14:27 Dropoff	14:22 14:27	59126.6	2727 N MONROE ST, #210, DECATUR, 62526	**EMBREY, ROBERT SR.** 217 358 1677				
	14:40 Dropoff	14:37 14:40	59130.6	170 S AUSTIN AVE, DECATUR, 62522	**HARDISON, TONYA** 422-2100				
15:23	**14:55** End	14:55 14:55	59133.6	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Operator Manifest

Driver: ANDERSON, ANTONIS
Date: 2020-01-28
Route: 2
Vehicle: 1026

Run Begin:
Run End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
05:30	05:30 Start	05:30 05:30	55322.5	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
05:45	05:41 Pickup	05:41 05:43	55327.5	4825 E EVERGREEN CT, DECATUR, 62521 EVERGREEN PLACE -X- MT ZION RD ONE WAY	GENTRY, CORAL 217-864-4300	CARD	$ 0.00	CLI	AM
06:30	05:48 Dropoff	05:46 05:48	55327.5	1830 S 44TH ST, DECATUR, 62521 DIALYSIS - 44TH ST -X- E MAYNOR ST ONE WAY	GENTRY, CORAL 800-881-5101				
06:30	06:27 Pickup	06:27 06:28	55333.5	2151 N EDWARD ST, DECATUR, 62526	HODGES, LARRY	ADA	$ 2.00	CLI	AM
	06:37 Dropoff	06:36 06:37	55336.5	794 E WOOD ST, DECATUR, 62523 DIALYSIS - WOOD ST -X- HILTON ST	HODGES, LARRY 866-544-6741 EXT3425				
06:50	06:47 Pickup	06:47 06:47	55340.5	2216 W GRANDVIEW DR, DECATUR, 62526	ROBINSON, ANDREW 217-433-0226	CARD	$ 0.00	CLI	AM
07:00	06:57 Pickup	06:57 06:58	55344.5	1410 W MOUND RD, DECATUR, 62526 MOM NUMBER 201-2140	BARDING, RYAN E. 217-201-2148	CARD	$ 0.00	CLI	AM
	07:09 Dropoff	07:09 07:09	55349.5	1 COLLEGE PARK DR, DECATUR, 62521 RCC- SCHOOL MOM NUMBER 201-2140	BARDING, RYAN E. 217 875-7200				
	07:09 Dropoff	07:09 07:09	55349.5	1 COLLEGE PARK DR, DECATUR, 62521 RCC- SCHOOL	ROBINSON, ANDREW 217 875-7200				
07:30	07:26 Pickup	07:26 07:31	55355.5	1653 N 32ND ST, DECATUR, 62526	PORTER, TERRY 217-412--0805	PASS	$ 0.00	CLI	WC
	07:48 Dropoff	07:44 07:48	55360.5	4625 E MARYLAND ST, LONG CREEK, 62521 WALMART - E MARYLAND ST -X-MT ZION RD	PORTER, TERRY				
08:30	08:25 Pickup	08:25 08:26	55364.5	4305 E WHITE, DECATUR, 62524	GOLSTON, JOHNNIE L. 520-8590	ADA	$ 2.00	CLI	AM
	08:40 Dropoff	08:40 08:40	55370.5	4224 N PROSPECT DR, DECATUR, 62526 WALMART - N PROSPECT DR -X- E ASH AVE	GOLSTON, JOHNNIE L.				
09:30	09:28 Pickup	09:28 09:29	55377.5	4005 N CAMELOT DR, DECATUR, 62526	MOFFETT, TY 454-4929	PASS	$ 0.00	CLI	AM
	09:36 Dropoff	09:35 09:36	55380.5	1 COLLEGE PARK DR, DECATUR, 62521 RCC- SCHOOL	MOFFETT, TY 217 875-7200				

Route: 2

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
10:15	**10:09** Pickup	10:09 10:10	55386.5	794 E WOOD ST, DECATUR, 62523 DIALYSIS - WOOD ST -X- HILTON ST	**HODGES, LARRY** 866-544-6741 EXT3425	ADA	$ 2.00	CLI	AM
	10:17 Dropoff	10:17 10:17	55388.5	2151 N EDWARD ST, DECATUR, 62526	**HODGES, LARRY**				
11:00	**11:00** Pickup	11:00 11:06	55389.5	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**STRONG, EVELYN** 217-877-9351	ADA	$ 2.00	CLI	WC
11:00	**11:06** Pickup	11:00 11:06	55389.5	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**SHELLEY, BETTY** 217-877-9351	ADA	$ 2.00	CLI	AM
	11:15 Dropoff	11:12 11:15	55391.5	75 GREENRIDGE DR, DECATUR, 62526	**STRONG, EVELYN** 2178779134				
	~~**11:27** Dropoff~~	~~11:24 11:27~~	~~55394.5~~	~~451 E GRAND AVE, DECATUR, 62521~~	~~**SHELLEY, BETTY** 330-7858~~				
11:30	**11:33** Pickup	11:33 11:37	55396.5	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**MADDOX, FLOYD** 217-877-9351	CARD	$ 0.00	CLI	WC
11:45	**11:40** Pickup	11:40 11:46	55397.5	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- OP OUT PATIECE	**AUTON, MARY**	FREE CARD	$ 0.00 $ 0.00	PCA CLI	WC AM
	11:52 Dropoff	11:49 11:52	55398.5	2530 N MONROE ST, DECATUR, 62526	**AUTON, MARY** (217) 875-0920				
	11:52 Dropoff	11:49 11:52	55398.5	2530 N MONROE, DECATUR, 62526	**MADDOX, FLOYD** 875-0920				
12:15	**12:15** Pickup	12:15 12:20	55398.5	2530 N MONROE ST, DECATUR, 62526	**METZGER, DONALD** 217-875-0020	FREE CARD	$ 0.00 $ 0.00	PCA CLI	WC AM
	12:27 Dropoff	12:24 12:27	55398.5	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- W/C	**METZGER, DONALD**				
12:45	**12:31** Pickup	12:31 12:34	55399.5	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**HAASE, GREGORY** 217-877-9351	CARD	$ 0.00	CLI	AM
	12:40 Dropoff	12:37 12:40	55399.5	2727 N MONROE ST, #411, DECATUR, 62526	**HAASE, GREGORY** 217-775-9063				
	12:50 Lunch	12:50 13:20	55401.5						
13:28	**13:28** Pickup	13:28 13:30	55404.5	1025 W WOOD ST, #3, DECATUR, 62522	**PORTER, LARRY L.** 422-0737	ADA	$ 2.00	CLI	AM
	13:44 Dropoff	13:41 13:44	55408.5	102 W PERSING RD, DECATUR, 62521 WENDY'S	**PORTER, LARRY L.**				
14:15	**13:49** Pickup	13:49 13:53	55409.5	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- W/C	**METZGER, DONALD**	FREE CARD	$ 0.00 $ 0.00	PCA CLI	WC AM
	13:59 Dropoff	13:55 13:59	55409.5	2530 N MONROE ST, DECATUR, 62526	**METZGER, DONALD** 217-875-0020				

Route: 2

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
14:00	**14:03** Pickup	14:03 14:06	55410.5	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	**EVERSOLE, GREGORY** 217-877-9351	CARD	$ 0.00	CLI	WC
14:04	**14:10** Pickup	14:10 14:17	55411.5	1221 N VAN DYKE ST, #418, DECATUR, 62522	**HUDSON, WILLA M.** 217 521-1203	ADA	$ 2.00	CLI	WC
	14:24 Dropoff	14:21 14:24	55413.5	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- W/C	**HUDSON, WILLA M.**				
	14:30 Dropoff	14:28 14:30	55413.5	2530 N MONROE ST, DECATUR, 62526 SYMPHONY OF DECATUR -X-W MCKINLEY AVE	**EVERSOLE, GREGORY** 217-875-0920				
15:00	**14:45** End	14:45 14:45	55415.5	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Operator Manifest

Driver: DEAR, ANTONIA
Date: 2020-01-28
Route: 3
Vehicle: 1025

Run Begin:
Run End :

Ending Mileage:
Beginning Mileage:
Total Daily Mileage:

Sch /Appt. Time	Est Time	ArrTime Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
08:51	08:51 Start	08:51 08:51	227667.2	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					
09:06	09:00 Pickup	09:00 09:05	227668.2	156 S WATER ST, #401, DECATUR, 62523 ORLANDO APARTMENT	AL-AMIN, KARIMA 217-330-4621	ADA	$ 2.00	CLI	WC
09:30	09:19 Pickup	09:19 09:20	227671.2	66 1ST SOUTH SHORES AVE, #AVE, DECATUR, 62521	SCHRISHUHN, TONI A 217-422-1468	CARD	$ 0.00	CLI	AM
	09:36 Dropoff	09:33 09:36	227677.2	1818 AIRPORT PLZ, DECATUR, 62521 KROGER - AIRPORT PLAZA	AL-AMIN, KARIMA				
	09:43 Dropoff	09:42 09:43	227678.2	801 S LAKE RIDGE AVE, DECATUR, 62521 BAUM ELEMENTARY SCHOOL	SCHRISHUHN, TONI A				
10:00	09:56 Pickup	09:56 10:01	227684.2	220 W MCKINLEY AVE, DECATUR, 62526 YMCA	NELLIS, DANIEL A.	PASS	$ 0.00	CLI	AM
10:00	10:09 Pickup	10:09 10:12	227686.2	1218 E PERSHING ST, DECATUR, 62526	WATKINS, FAYE	ADA	$ 2.00	CLI	WC
	10:23 Dropoff	10:20 10:23	227688.2	1090 W MCKINLEY AVE, DECATUR, 62526 DIALYSIS - W MCKINLEY AVE -X- N OAKLAND AVE	WATKINS, FAYE 217-877-9351				
	10:39 Dropoff	10:38 10:39	227694.2	50 RIDGE DALE DR, DECATUR, 62521	NELLIS, DANIEL A. 423-7176				
10:54	10:54 Pickup	10:54 10:58	227701.2	1818 AIRPORT PLZ, DECATUR, 62521 KROGER - AIRPORT PLAZA	AL-AMIN, KARIMA	ADA	$ 2.00	CLI	WC
10:56	11:01 Pickup	11:01 11:06	227701.2	4625 E MARYLAND ST, LONG CREEK, 62521 WALMART - E MARYLAND ST -X-MT ZION RD	PORTER, TERRY	PASS	$ 0.00	CLI	WC
	11:25 Dropoff	11:21 11:25	227707.2	1653 N 32ND ST, DECATUR, 62526	PORTER, TERRY 217-412--0805				
	11:38 Dropoff	11:35 11:38	227710.2	1259 E PERSHING, DECATUR, 62526 DOLLAR TREE	AL-AMIN, KARIMA				
12:45	12:38 Pickup	12:38 12:40	227715.2	801 S LAKE RIDGE AVE, DECATUR, 62521 BAUM ELEMENTARY SCHOOL	SCHRISHUHN, TONI A	CARD	$ 0.00	CLI	AM
	12:54 Dropoff	12:53 12:54	227720.2	66 1ST SOUTH SHORES AVE, #AVE, DECATUR, 62521	SCHRISHUHN, TONI A 217-422-1468				
	13:30 Lunch	13:30 14:00	227726.2						
14:00	14:05 Pickup	14:05 14:08	227728.2	180 W IMBODEN DR, DECATUR, 62521	THOMAS, PAUL	ADA	$ 2.00	CLI	WC
	14:20 Dropoff	14:17 14:20	227731.2	2026 DAGMAR PL, DECATUR PAUL THOMAS RESIDENCE	THOMAS, PAUL				

Route: 3

Sch /Appt. Time	Est Time	Arr Time Dep Time	Odometer	Address / Phone / Comments	Client Name / Phone Disability Mobaids	Fare Type	Fare To Collect	Pass Type	Space Type
16:00	**15:56** Pickup	15:56 16:03	227741.2	1 COLLEGE PARK DR, DECATUR, 62521 RCC- SCHOOL	**MOFFETT, TY** 217 875-7200	PASS	$ 0.00	CLI	AM
	16:12 Dropoff	16:11 16:12	227744.2	4005 N CAMELOT DR, DECATUR, 62526	**MOFFETT, TY** 454-4929				
16:30	**16:26** Pickup	16:26 16:32	227747.2	2300 N EDWARD ST, DECATUR, 62526 DMH HOSPITAL- W/C	**HUDSON, WILLA M.**	ADA	$ 2.00	CLI	WC
	16:38 Dropoff	16:36 16:38	227749.2	1221 N VAN DYKE ST, #418, DECATUR, 62522	**HUDSON, WILLA M.** 217 521-1203				
16:30	**16:52** Pickup	16:52 16:53	227753.2	2121 HUBBARD AVE, DECATUR, 62526 MACON RESOURCES	**PALMERI, MARIE R**	PASS	$ 0.00	CLI	AM
	17:00 Dropoff	16:58 17:00	227755.2	3820 CAMELOT CIR, DECATUR, 62526	**PALMERI, MARIE R**				
17:00	**17:06** Pickup	17:06 17:07	227757.2	1 COLLEGE PARK DR, DECATUR, 62521 RCC- SCHOOL	**ROBINSON, ANDREW** 217 875-7200	CARD	$ 0.00	CLI	AM
	17:23 Dropoff	17:22 17:23	227764.2	2216 W GRANDVIEW DR, DECATUR, 62526	**ROBINSON, ANDREW** 217-433-0226				
17:30	**17:31** Pickup	17:31 17:35	227767.2	500 W MCKINLEY AVE, DECATUR, 62526 MCKINLEY COURT	**PORTER, TERRY** 217-875-0020	PASS	$ 0.00	CLI	WC
	17:46 Dropoff	17:44 17:46	227771.2	1653 N 32ND ST, DECATUR, 62526	**PORTER, TERRY** 217-412--0805				
17:30	**17:58** Pickup	17:58 18:04	227776.2	2026 DAGMAR PL, DECATUR PAUL THOMAS RESIDENCE	**THOMAS, PAUL**	ADA	$ 2.00	CLI	WC
	18:17 Dropoff	18:12 18:17	227779.2	180 W IMBODEN DR, DECATUR, 62521	**THOMAS, PAUL**				
18:27	**18:32** End	18:32 18:32	227782.2	555 E WOOD ST, DECATUR, 62523 WOOD ST GARAGE					

Decatur Public Transit System

Fare Revenue Count Notification to and Review by Management Procedure

1.0 Purpose

The purpose of the Decatur Public Transit System (DPTS) fare revenue handling policy and procedure is to ensure the proper procedures, equipment and technology are in place to minimize the opportunity for theft or mishandling of fare revenues, and proper safeguards and controls exist for non-cash revenue items such as tickets and passes.

The purpose of the Decatur Public Transit System (DPTS) fare revenue count notification to and review by management procedure is to memorialize such procedure and define the required protocols for the notification of fare counts prepared under the DPTS fare revenue handling policy and procedure to Management for internal control oversight.

Refer to the Decatur Public Transit System (DPTS) fare revenue handling policy and procedure.

2.0 Procedure

A. Fare counts will be performed in accordance with the Decatur Public Transit System (DPTS) fare revenue handling policy and procedure.

B. Fare count sheets will be provided to the City of Decatur Mass Transit Administrator immediately after counts are performed, for review. In the absence of the Mass Transit Administrator, fare count sheets will be provided to the DPTS General Manager.

C. The DPTS General Manager will prepare a weekly Reconciliation report entering passenger information, expected fare per passenger, anticipated cash, and DPTS count information. Passenger count data source and anticipated cash calculation will be in accordance with procedures defined in the fare revenue handling policy and procedure. The DPTS count information data source will be the fare count sheets, which will be attached to the Reconciliation report.

D. Upon receipt of the bank deposit advice from the depository bank, the DPTS General Manager will enter the bank deposit information and complete the Reconciliation report.

E. The completed Reconciliation report will be signed by the DPTS General Manager to authenticate the accuracy of the report and provided to the Decatur Mass Transit Administrator for review and signature, which shall authenticate review by the Decatur Mass Transit Administrator.

F. The Decatur Mass Transit Administrator will forward the Reconciliation report to the City Comptroller for confirmation of the accuracy of the bank deposit information included in the reconciliation report.

G. The City Comptroller, upon confirmation of the accuracy of the bank deposit information, shall sign the Reconciliation report to authenticate the accuracy of the bank deposit information.

H. The City Comptroller will forward the Reconciliation report to the City Treasurer and Director of Finance for information and review. The City Treasurer and Director of Finance shall affix signature to authenticate the final Management review of the fare receipts versus anticipated fare receipts and bank deposits.

I. Upon City Treasurer and Director of Finance signature, the Reconciliation report will be returned to the City Comptroller for filing and safekeeping.

J. Reconciliation reports will be retained in file by the City Comptroller for a period of time to include the completion of the next annual City financial audit and the next annual Mass Transit audit as performed by independent auditors.

K. Upon completion of the audits, Reconciliation reports may be removed from files, discarded and destroyed at the direction of the City Comptroller.

3.0 Changes or Revision to this Procedure

Changes or revisions to this procedure may only be affected by the decision of the City Treasurer and Director of Finance and the City Mass Transit Administrator.

Approved By:

City Treasurer and Director of Finance _____

City Mass Transit Administrator _____

Effective Date: November 1, 2013

DECATUR PUBLIC TRANSIT SYSTEM

Fare Revenue Handling Policy and Procedure

1.0 PURPOSE

The purpose of the Decatur Public Transit System (DPTS) fare revenue handling policy and procedure is to ensure the proper procedures, equipment and technology are in place to minimize the opportunity for theft or mishandling of fare revenues, and proper safeguards and controls exist for non-cash revenue items such as tickets and passes.

2.0 TRANSIT BUS OPERATORS

The transit bus operator is the first link in the revenue security chain. DPTS' policy is to ensure the proper training, motivation and supervision of drivers in fare handling policy and procedures.

A. Notices on Buses

Each bus with a fare box will have the cash fares posted in a sign on the fare box. The sign will notify passengers to deposit their fare saying "Exact Fare Only - Drivers Cannot Make Change". The notice will also say that the half-fare privilege requires showing a Medicare Card or DPTS Half-Fare ID card, as required by federal regulations.

B. Bus Operator's Fare Collection Rules

1. DPTS' fare structure is established by the City of Decatur City Council. Applicable fares are published by bulletin when adopted by the City Council and they are listed in DPTS' Printed Schedules and System Map brochure. Operators who have any questions regarding DPTS' fare policy should address those questions to a supervisor or manager as soon as possible. Passengers with questions regarding the fare policy should be directed to call DPTS at the telephone number published in the public timetable.

2. Fare Collection: The primary forms of fare payment are cash fare, DPTS monthly pass, DPTS 20-ride punch card, tokens, DPTS discount passes issued to clients by certain agencies and Circuit Breaker cards. As a passenger boards the bus, his/her cash fare should be deposited directly in the fare box. Passengers should deposit their own fares. The operator shall not deposit the fare for the passenger. Only in the event that a passenger is incapable of depositing his/her fare in the fare box may an operator handle the passenger's fare. Operators loading wheelchair users or persons using other mobility devices in the rear of the bus may deposit the fare for the passenger. An employee found to be mishandling fares or other DPTS funds is subject to dismissal.

   When a passenger boards with a pass, take the time to look at the pass to verify it is current and valid. If it is difficult to see the pass, the operator should ask the passenger to remove it from the case or wallet and show it.

   When a passenger boards with a punch card, take the card in hand from the passenger and punch off one ride block on the card, then hand the card back to the passenger. When all twenty rides on the card have been punched, show the passenger that the card has been fully used, and then offer to dispose of it. When disposing of the card tear it up before throwing it in the trash.

Operators must only issue transfers on the trip which will connect with another bus at a transfer point, except where special exceptions may apply. When issuing transfers, cut the transfer to allow no more than hour from your next downtown arrival and punch the route you are operating on. The transfer should allow adequate time for the passenger to get to the transfer point and (up to) one hour to wait for a connecting bus. In no case may a transfer be cut to allow more than two hours. When receiving transfers, verify that the transfer is valid by checking the color matches the day's color, that the passenger is not making a round trip on the origin route, and check the time allowed on the transfer.

3. Fare box Inspection: Inspect the fare box visually whenever you begin a run. Look around the fare box to ensure all doors and panels are secured and there are no signs of tampering. Ensure there is no money or tokens on the inspection plate.

4. Checking Proper Payment: An operator should observe the fare box coin inspection plate closely and make every effort to avoid accepting "short fare". If the passenger deposits the correct cash fare or token, clear the inspection plate for the next passenger. By clearing the inspection plate after each fare, the operator can determine the exact amount deposited and challenge a passenger's short payment of fare, if necessary. An operator who allows cash and or tokens to accumulate on the inspection plate cannot effectively challenge one passenger's short payment. When you regularly clear the inspection plate after deposit of each fare, passengers know you are counting and are less likely to try to avoid payment of the correct fare.

5. Exact Fare Policy: Passengers should deposit the exact fare in the fare box. There is no provision for a refund if a passenger deposits money or tokens in the fare box that is greater than the proper fare. If a passenger does not have the exact fare, the exact fare policy should be politely explained to the passenger. The operator or passenger may ask other passengers on the bus if they can make change. For reasons of personal safety, an operator is prohibited from making change for the passenger.

   If a passenger boards the bus and refuses to pay and the fare policy has been politely explained to the passenger, the operator is to call the dispatcher. The dispatcher will direct a supervisor to the scene or call the police department for assistance.

6. Fare Box Equipment: An operator shall not tamper with, abuse, or change fare box equipment in any manner. Nothing shall be attached or fastened to the fare box other than company-installed equipment and fare decals. The fare box viewing area must be kept clear at all times.

   Whenever a fare box goes out of order or becomes jammed, and an operator cannot clear the jam, the operator must notify the dispatcher at once so that a repair may be made or vehicle exchange made. The operator shall require passengers to deposit fares in the fare box as usual so long as it continues to accept fares. However, if the fare box will not accept fares, the operator shall notify the dispatcher and receive instructions on whether or not to collect fares by hand.

7. Violation of Fare Handling Rules: DPTS policy requires strict adherence to its rules regarding handling of fares. Employees who mishandle DPTS fares or

other fare media in violation of DPTS rules will be subject to discipline including discharge on the first offense.

C. Communication of Driver Fare Handling Rules

DPTS' fare handling rules for operators will be taught during initial training for transit bus operators and receipted for the employee's file. Operator's fare handling rules will also be permanently posted on the transit operator bulletin board in the driver area.

3.0 VAULT PULLING

A. Key Storage

All keys are secured and controlled by the Maintenance Manager.

B. Vault Pullers

Fare box vault pulling is performed at least twice each week, usually on Wednesday and Saturday nights, after all buses have been serviced. The vault pulling process consists of removal of the vault from the fare box, placing an empty vault in the fare box, recording the vault number on the vault inventory sheet and placing the removed vault in the vault room. The process is completed when all vaults have been pulled and placed in the vault room.

C. Issuance of Keys

The fare box, vault and vault room keys will be maintained securely in a locked cabinet or desk in the Maintenance Office and controlled by the Maintenance Manager. A key to the vault room will be assigned to one (1) Utility person who is available for vault pulling on both Wednesday and Saturday nights. The keys to open the fare box and to exchange vaults will be kept in the vault room. The Utility workers or assigned mechanics will pull vaults. When the vault pulling is complete, the vault room door will be securely locked.

D. Vault Pulling Procedures

Twice each week, usually on Wednesday and Saturday nights, the vaults will be pulled from the fare boxes and placed in the vault room. Empty vaults will be placed in each fare box.

The vault puller will make a visual inspection of each fare box and report any of the following defects to the Maintenance Manager:

- Fare box cabinet doors that do not open or close freely.
- Any evidence of tampering.
- Visual inspection of the bottom of fare box for dirt or other foreign substances.

E. Loose Bills/Coins

If, after the vault has been removed from the fare box, there is any revenue exposed in the fare box, vault pullers will collect all exposed revenue from the fare box. When an empty vault has been placed in the fare box and the cabinet door locked, the vault puller will feed the loose currency or coin into the fare box. The vault puller will record the amount of money deposited in the fare box.

F. Opening Defective or Jammed Fare Boxes

Prior to repairing a fare box, the assigned mechanic will first verify that the cashbox is empty or has been replaced. If it cannot be determined that the cashbox is empty, the Maintenance Manager must be notified and be present while the fare box is opened. If it is determined that there is cash or coin in view in the fare box, a spare cashbox should be obtained and the full cashbox exchanged with the spare empty cashbox. After the exchange, the full vault should be tagged with the bus number, date and the Maintenance Manager's initials and locked in the vault room.

G. Fare box Repairs

Fare box repair will only be done by authorized employees in a secure area. The authorized employee will pickup the fare box keys from the Maintenance Manager. When the repair is completed, the keys are to be returned to the Maintenance Manager.

4.0 MONEY COUNTING SECURITY PROCEDURES

A. Key Storage

All keys are secured and controlled by the Maintenance Manager. A vault room key and a key to open the vaults will be kept in the safe in the administration office for use by the money counters.

B. Money Counters

Fare box revenue is counted twice each week, usually on Monday/Tuesday and Thursday between 8:00 a.m. and 12:00 noon. The money handling process requires that there be two people present in the money room at all times unsecured revenue is available. There will be no exceptions to this rule. The Payroll Supervisor and the Maintenance Clerk are the money counters. When one or more of the two are not available, the Maintenance Manager or the General Manager will substitute.

C. Issuance of Keys

The Maintenance Manager has control over the vault room door key and the vault keys with the exception of the set of keys in the safe in the administration office. The keys are kept securely locked in the Maintenance Office. All of the items necessary to perform the opening of the vaults and handling the coin and currency are secured in the vault room. The General Manager can access all keys in the absence of the Maintenance Manager.

D. Money Counting Process

Only authorized individuals may enter the vault room. Any individual wishing to enter the money room who is not a money counter designated that day, or manager must obtain permission to enter from the Maintenance Manager. The vault room has counter cupboards for storage of money bags, money bags seals and other materials necessary to perform money counting duties. These cupboards are to be open faced so nothing can be hidden. Only materials needed for money counting are allowed in the vault room.

The two money counters will begin the process of handling money by unlocking each vault. Coins and tokens are deposited directly into the coin counter and the dollar bills are counted by hand. The total of each vault is recorded on a cash reconciliation sheet. Coins are automatically sorted into bags of each denomination. After the counting is

complete, the bags will be secured with a "zip tie" to prevent them from being opened during transport to the bank. The dollar bills are banded in $100.00 amounts.

After all money has been counted, bagged and secured, the two money counters take the money to the bank for deposit in a City of Decatur account. Both counters are required to go to the bank. A copy of the verified deposit slip will be sent to the City Comptroller at the City of Decatur by the Payroll Supervisor.

The payroll clerk enters the amount of cash counted by the money counters into an Excel spread sheet. As deposit slips are received from the Finance Department, the amount of the deposit is entered into the same spread sheet and the difference is noted and if necessary, investigated.

E. Emergency Procedures

Fire – Evacuate the facility as soon as possible through the door to the money room, ensuring the money room door is locked.

Robbery – The safety of our employees is worth more to us than the safety of the deposit. If a robbery is attempted, cooperate fully with all demands made by the person(s). Once you feel that you are no longer in danger, report the robbery to officials.

Weather – If the weather forecast is for a prolonged weather emergency, the cash is safest in the vault room. Any delay in processing fare revenue will be approved in advance by the General Manager.

5.0 TRANSIT PASSES, PUNCH CARDS, TOKENS, TRANSFERS AND OTHER FARE MEDIA

A. Security of Other Fare Media

The Payroll Supervisor shall have primary oversight for control over security of passes, punch cards and tokens. The stock of passes, punch cards and tokens will be kept in locked cabinets and the Payroll Supervisor will keep the cabinet keys. Issues of passes, punch cards and tokens to the Transit Center sales office will be made by the Payroll Supervisor. While the majority of these alternative fare media will be sold at the Transit Center, they can be sold from the administration office.

The Payroll Supervisor is also responsible for subscription sales of passes, punch cards and tokens to various service agencies. The Payroll Supervisor will invoice the various service agencies and maintain an accounts receivable ledger.

The Payroll Supervisor has primary responsibility for daily management of these alternative fare media. All passes, punch cards and tokens will be embossed with the DPTS logo to discourage counterfeiting. The Payroll Supervisor shall maintain an inventory for each type and denomination of pass or punch card. Once weekly, the Payroll Supervisor will physically verify those issued to the Transit Center against the inventory and sign off.

The Operations Manager has primary responsibility for daily management of transfers. Transfers will be randomly rotated among the nine different colors on a daily basis. The dispatcher will be responsible to ensure no regular pattern is established for this rotation. Drivers will receive transfer booklets before they pull out from the garage and return all unused transfers daily on turn in. All transfers will be locked nightly in the dispatch office.

B. Audit of Funds

Each week, the Payroll Supervisor will audit the number of passes, punch cards and tokens sold by the Transit Center and reconcile same with the amount of money collected. The same audit will be performed with the passes, punch cards and tokens sold at the administration office. Sales from both locations, plus any account receivables received during the week, will be combined into a sales, inventory and deposit report. All money will be deposited into a City of Decatur bank account and a copy of the report and deposit slip sent to the Finance Department at the City of Decatur and to the General Manager.

All procedures as described in this policy are subjected to audit by the City of Decatur independent auditors.

6.0 RECONCILIATION OF CASH TO CASH PAYING PASSENGERS

A. Accounting of Passengers by Bus Operators

Passengers entering the bus are manually recorded by the bus operator on a trip card which has the schedule time and the media fare type. At present, there are twelve media types; four (4) cash, four (4) prepaid, three (3) free and one (1) transfer. The bus operator accounts for all passengers under the proper fare media type for that schedule with the assistance of a cyclometer. Trips cards have been designed and preprinted for each route. Because there are more than one bus operator driving a given bus, the trip card is passed to the relieving bus operator. If it is required to change a bus on a given route, the trip card is carried to the relieving bus.

At the end of the day, the trip card is turned in at the dispatch office at the bus barn. All trips cards are collected and turned in to the administration office the next day.

B. Tabulating of Passengers

The trip cards are manually totaled by fare media type and day and entered into an Excel spread sheet by a clerk. Each route has its own sheet. Each route is automatically totaled by month.

At the end of the spread sheet, the number of cash paying passengers are totaled by fare media type which are then converted into anticipated revenue for that day, week and month.

C. Reconciliation

The number of cash paying passengers, amount of anticipated revenue, amount of cash counted by the money counters, amount of cash deposited in the bank, the difference between anticipated cash and bank deposit in both dollars and percentage are formatted into a weekly report by the General Manager and sent to the Mass Transit Administrator, City Comptroller and City Finance Director for review and action as necessary.

General Manager

Mass Transit Administrator

Vehicle Number	Year/Make/Fuel	VIN	Passenger Capacity Seats	Passenger Capacity Wheelchair	Condition	Mileage
1921	2001 Double K diesel Trolley	4UZAACBV41CH98657	28	2	Poor	348110
1922	2001 Double K diesel Trolley	4UZAACBVX1CJ28141	28	2	Poor	420791
9914	2009 Gillig 30' low-floor, heavy duty diesel bus	15GGE271091091748	28+24	2	Fair	562,059
9916	2009 Gillig 30' low-floor, heavy duty diesel bus	15GGE271991091750	28+24	2	Fair	576,343
9917	2009 Gillig 30' low-floor, heavy duty diesel bus	15GGE271091091751	28+24	2	Fair	569,459
9918	2009 Gillig 30' low-floor, heavy duty diesel bus	15GGE271291091752	28+24	2	Fair	565,167
9019	2010 Gillig 35' low-floor, heavy duty diesel bus	15GGB2712A1177320	32+24	2	Fair	488,323
9020	2010 Gillig 35' low-floor, heavy duty diesel bus	15GGB2714A1177321	32+24	2	Fair	472,292
9021	2010 Gillig 35' low-floor, heavy duty diesel bus	15GGB2716A1177322	32+24	2	Fair	490,719
9022	2010 Gillig 35' low-floor, heavy duty diesel bus	15GGB2718A1177323	32+24	2	Fair	497,904
2001	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2710K3093770	28+24	2	Good	35,473
2002	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2712K3093771	28+24	2	Good	29,860
2003	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2714K3093772	28+24	2	Good	31,036
2004	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2716K3093773	28+24	2	Good	31,056
2005	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2718K3093774	28+24	2	Good	20,218
2006	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE271XK3093775	28+24	2	Good	29,675
2007	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2711K3093776	28+24	2	Good	29,548
2008	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2713K3093777	28+24	2	Good	24,312
2009	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2715K3093778	28+24	2	Good	29,097
2010	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2717K3093779	28+24	2	Good	33,734
2011	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2711K3093780	28+24	2	Good	30,136
2012	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2713L3093781	28+24	2	Good	28,907
2013	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2715L3093782	28+24	2	Good	29,372
2014	2020 Gillig 30' low-floor, heavy duty diesel bus	15GGE2717L3093783	28+24	2	Good	29,971
1013	Eldorado National Gas	1FD3E35L88DA42001	12	2	Fair	212,931
1014	Eldorado National Gas	1FD3E35L8XDA42002	12	2	Fair	222,360
1016	Eldorado National Gas	1FDEE3FL1ADA05708	13	2	Fair	219,804
1017	Eldorado National Gas	1FDEE3FL3ADA05709	13	2	Fair	216,804
1024	2011 Ford E450 Super Duty Gas	1FDFE4FS2CDA19153	15	2	Good	236,985
1025	2011 Ford E450 Super Duty Gas	1FDFE4FS1BDB22613	15	2	Good	238,227
1026	2017 Starcraft PT Van Gas	1FDFE4FS6HDC71012	15	2	Good	66,338
1027	2017 Starcraft PT Van Gas	1FDFE4FS7HDC70967	15	2	Good	70,597

			Type	Year	Condition
997	International Diesel	1HTSDZ4N3MH310743	Truck	1991	Poor
1006	2000 Ford Taurus Gas	1FAFP5229YG275294	Car	2000	Fair
1007	Ford Econo E350 Van Gas	1FBNE31L31HA56846	Van	2000	Poor
1008	Dodge B250 Pickup Gas	3B7KF26Z31M522841	Truck	2000	Fair
1011	Ford F350 Super Duty Gas	1FTWF33557EA50505	Truck	2007	Good
1015	2009 Ford Taurus Gas	1FAHP23W79G103579	Car	2009	Good
1019	Dodge Caravan Gas	2C4RDGBG9DR813590	Van	2013	Fair
1020	Dodge Caravan Gas	2C4RDGBG0DR813591	Van	2013	Fair
1023	2017 Ford Taurus Gas	1FAHP2D89HG137926	Car	2017	Good
1028	2018 Chevy 1500 Gas	1GCNCNEC2JZ207967	Truck	2018	Good

OPERATION UPLIFT OPERATION SUMMARY

Leave blank. Will calculate totals

2019-2020

	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL	Avg.
Revenue Mile	7,992	8,538	8,769	9,954	7,915	7,352	7,466	7,513	5,597	3,049	3,390	5,069	82,604	6,884
Deadhead Miles	492	450	561	872	542	548	477	545	544	650	576	649	6,906	576
Passenger Miles	5,647	8,088	8,209	9,507	6,282	7,086	5,879	6,104	4,217	1,890	2,005	3,149	68,063	5,672
Revenue Hours	669	818	932	994	678	733	720	769	648	490	498	629	8,578	715
Deadhead Hours	39	42	47	58	46	40	42	40	59	74	63	73	623	52
Platform Hours													-	
XXXXXX													-	
No.# of Trips	1,413	1,490	1,406	1,617	1,410	1,457	1,392	1,381	1,078	583	717	1,033	14,977	1,248
No.# of Passengers	1,613	1,700	1,599	1,849	1,596	1,457	1,613	1,557	1,209	756	896	1,033	16,878	1,407
No Shows	36	46	41	52	56	46	54	45	50	41	33	23	523	44
Cancellation	149	123	97	175	153	191	138	150	327	568	451	273	2,795	233
Escorts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PCA	164	185	176	213	186	160	216	170	127	141	179	206	2,123	177
VOMS	4	4	5	5	4	4	4	4	4	4	5	5	52	4
On Time Percentage	84%	95%	95%	93%	94%	95%	94%	96%	92%	87%	89%	90%	1	1
Passengers per Trip	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12	
Passengers per Hour	2.11	1.82	1.51	1.63	2.08	1.99	1.93	1.80	1.66	1.19	1.44	1.64	21	

OPERATION UPLIFT RIDERS PERCENTAGE OF PURPOSE

Purpose	June	July	August	September	October	November	December	January	February	March	April	May	June	Average
Dialysis	34%	20%	35%	32%	30%	35%	30%	45%	38%	35%	41%	43%	45%	
Medical	22%	11%	21%	22%	25%	27%	28%	3%	30%	27%	30%	29%	28%	
Shopping	7%	3%	6%	4%	10%	12%	10%	11%	8%	5%	2%	4%	5%	
Employment	20%	6%	15%	13%	11%	10%	9%	8%	12%	11%	7%	12%	10%	
Adult Day Care		0	0	0	0	0	0	0	0%	0%	0%	0%	0%	
Soc / Rec	15%	11%	20%	19%	10%	6%	13%	29%	10%	11%	6%	8%	10%	
	98%	52%	97%	90%	86%	90%	90%	96%	98%	89%	86%	96%	98%	

DECATUR TAXI

	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
Passengers								Discontinue Service 2019					0
Revenue Mile													0
Revenue Hours													0

FY 2019 - 2020 FIXED ROUTE BUS OPERATION STATISTICS

	27	28	25	27	25	25	22	20	22	22	21	22	286		
	July	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**	**Average p/mnth**	**Average p/day**
Total Revenue Miles	80,796	88,294	75,028	84,378	77,900	77,581	81,282	77,672	81,843	80,274	77,131	80,445	962,624	80,219	280
Scheduled Revenue Miles	80,096	87,478	74,279	83,587	77,181	76,981	80,465	75,921	80,193	80,074	76,752	79,918	952,925	79,410	278
Deadhead Miles	515	588	555	595	546	537	571	529	560	515	495	495	6,501	542	2
Revenue Hours	5,940	6,283	5,507	5,950	5,497	5,505	5,728	5,498	5,612	5,718	5,710	5,718	68,666	5,722	20
Deadhead Hours	62	75	176	165	158	153	172	164	86	60	60	61	1,392	116	0
Maintenance Miles	270	1,481	917	771	379	341	32,169	213	251	(518)	(834)	(233)	35,207	2,934	10
Fleet Miles	81,581	90,363	76,500	85,744	78,825	78,459	114,022	78,414	82,654	80,271	76,792	80,707	1,004,332	83,694	293
Monthly Passengers Totals	80,902	97,283	89,698	96,666	84,307	83,080	90,451	82,525	64,482	48,833	52,708	62,515	933,450	77,788	272
Customers Complaints	2	2	1	-	-	21	13	28	15	6	11	16	115	10	0.03
Will Call Miles	700	816	749	791	719	600	817	1,751	1,650	200	379	527	9,699	808	3
Miss Trips	5	8	6	3	8	5	8	5	4	1	-	4	57	5	
Supervisor Miles	220	189	237	169	302	432	227	173	130	95	161	112	2,447	204	
Deviation Miles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
On Time Performance	89%	87%	73%	80%	87%	85%	87%	85%	89%	90%	89%	89%	10	1	
Operation / Accidents	2	2	4	1	2	1	2	1	-	-	-	-	15	1	
Maintenance / Accidents	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Passengers Injuries	2	-	3	-	-	-	1	-	-	-	-	-	6	1	
Worker Compensation Initial Injury	1	1	1	1	3	-	1	-	-	-	1	-	9	1	
Wheelchairs	522	521	459	521	486	636	607	508	465	223	372	395	5,715	476	
Greivance	-	5	9	3	3	6	4	6	3	7	6	3	55	5	
Greivance Resolved	-	5	8	3	2	6	3	4	3	6	6	2	48	4	
Arbitration Case	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Arbitration Results	-	-	-	-	-	-	-	-	-	-	-	-		-	
Will Call Trips	582	527	555	527	507	500	521	600	595	266	241		5,421	493	

Seniority List

Transportation- Van Drivers Full Time

Perm Full Time Date
6/2/2014
9/24/2016
6/24/2017
11/18/2019

Maintenance- Utility

Perm Full Time Date
9/6/2011
2/21/2017

Maintenance- Mechanics

Perm Full Time Date
2/7/1994
10/31/2002
4/19/2010
8/2/2012
11/6/2017
3/2/2020

Maintenance- Custodian

Perm Full Time Date
7/26/2007
7/17/2018

Administration

Perm Full Time Date
3/13/1989
11/6/1998
10/27/2003
5/5/2009
8/8/2011
7/8/2013
1/6/2014
3/16/2015
8/24/2015
8/14/2017
6/26/2018
5/7/2008
8/6/2019
10/7/2019
11/11/2019
4/20/2020

Transportation- Drivers

Perm Full Time Date
4/6/1990
6/18/1990
11/5/1991
8/2/1992
7/19/1993
12/12/1995
3/29/1996
10/31/1998
5/4/2002
8/12/2005
7/24/2007
11/3/2008
4/29/2009
5/1/2009
8/30/2010
12/31/2012
12/9/2013
12/8/2014
5/28/2015
7/16/2016
6/8/2017
7/12/2017
7/27/2017
9/26/2017
9/27/2017
12/20/2017
5/18/2018
7/23/2018
1/21/2019
1/25/2019
4/5/2019
4/16/2019
7/1/2019
7/29/2019
12/16/2019
1/4/2020
6/22/2020
7/8/2020

MONTHLY FIXED ROUTE ACCIDENT / INCIDENT REPORT

July, 2019 - June, 2020

	September	October	November	December	January	February	March	April	May	June	TOTALS
FIXED ROUTE VEHCUAR ACCIDENTWS											
PREVENTABLE			1	1	0	2	0	0	0	0	
NON-PREVENTABLE			1	0	2	0	1	0	0	0	
EMPLOYEE ACCIDENTS / INJURY			0	0	0	0	0	0	0	0	
PASSENGERS ACCIDENT / INJURY			0	1	0	1	0	0	0	0	
WORKERS COMPENSATION / INITIATED			3	2	0	0	0	3	1	0	
TOTAL WORKERDS COMP. CLAIMS			3	2	0	0	0	0	1	0	
INCIDENTS / HOSPITALIZED			0	0	0	0	0	0	0	0	
TOTALS				6	2	3	1	3	2	0	

Accidents:

W/C:

Maintenance / Incident Reports

2019-2020

	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTALS
MAINTENANCE GARAGE											
PREVENTABLE			0	0	0	0	0	0	0	0	
NON-PREVENTABLE			0	0	0	0	0	0	0	0	
WORKERS COMPENSATION / INITIATED			1	0	0	0	0	0	1	0	
TOTAL WORKERDS COMP. CLAIMS			1	0	0	0	0	0	1	0	
INCIDENTS / HOSPITALIZED			0	0	0	0	0	0	0	0	
TOTALS				0	0	0	0	0	2	0	
	W/C										

MONTHLY PARA - TRANSIT ACCIDENT / INCIDENT REPORT

2019-2020

	September	October	November	December	January	February	March	April	May	June	TOTALS
PREVENTABLE			0	0	0	0	0	0	0	0	
NON-PREVENTABLE			0	0	0	0	0	0	0	0	
EMPLOYEE ACCIDENTS / INJURY			0	0	0	0	0	0	0	0	
PASSENGERS ACCIDENT / INJURY			0	0	0	0	0	0	0	0	
WORKERS COMPENSATION / INITIATED			0	0	0	0	0	0	0	0	
TOTAL WORKERDS COMP. CLAIMS			0	0	0	0	0	0	0	0	
INCIDENTS / HOSPITALIZED			0	0	0	0	0	0	0	0	
TOTALS			0	0	0	0	0	0	0	0	

MONTHLY SUPERVISOR ACCIDENT / INCIDENT REPORT

2019-2020

	September	October	November	December	January	February	March	April	May	June	TOTALS
PREVENTABLE			0	0	0	0	0	0	0	0	
NON-PREVENTABLE			0	0	1	0	0	0	0	0	
EMPLOYEE ACCIDENTS / INJURY			0	0	1	0	0	0	0	0	
PASSENGERS ACCIDENT / INJURY			0	0	0	0	0	0	0	0	
WORKERS COMPENSATION / INITIATED			0	0	1	0	0	0	0	0	
TOTAL WORKERDS COMP. CLAIMS			0	0	1	0	0	0	0		
INCIDENTS / HOSPITALIZED			0	0	0	0	0	0	0	0	
TOTALS			0	0	4	0	0	0	0	0	

COMBINED MONTHLY PARA-TRANSIT & FIXEI ROUTE

2019-2020

	September	October	November	December	January	February	March	April	May	June	TOTALS
PREVENTABLE			1	0	0	3	0	0	0	0	
NON-PREVENTABLE			0	0	1	0	1	0	0	0	
EMPLOYEE ACCIDENTS / INJURY			0	0	1	0	0	0	0	0	
PASSENGERS ACCIDENT / INJURY			1	0	0	0	0	0	0	0	
WORKERS COMPENSATION / INITIATED			2	0	1	0	0	3	2	0	
TOTAL WORKERDS COMP. CLAIMS			2	0	1	0	0	0	2	0	
INCIDENTS / HOSPITALIZED			0	0	0	0	0	0	0	0	
TOTALS			0	0	10	3	1	0	4	0	

RESOLUTION NO. R2014-52

RESOLUTION ACCEPTING PROPOSAL OF MV TRANSPORTATION, INC. FOR TRANSIT SYSTEM MANAGEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the tabulation of the proposals submitted for an Agreement for management of the Transit System be received and placed on file.

Section 2. That the proposal of MV Transportation, Inc., be accepted and an Agreement be executed accordingly.

Section 3. That the Mayor and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois, and MV Transportation, Inc., for management of the Transit System, as specified in their proposal.

PRESENTED AND ADOPTED this 19th day of May, 2014.

[redacted]

MICHAEL T. McELROY
MAYOR

ATTEST:

[redacted]

LINDA M. SWARTZ
CITY CLERK

R 2014-52

MASS TRANSIT MANAGEMENT AGREEMENT

This Agreement is made and entered into by and between the City of Decatur of the State of Illinois (hereinafter referred to as "CITY"), and MV Transportation, Inc. (hereinafter referred to as "CONTRACTOR" [1]). The CITY and CONTRACTOR, in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

1. EMPLOYMENT AND ACCEPTANCE

The CITY hereby engages CONTRACTOR as an independent contractor to manage and supervise the conduct and operations of the Decatur Public Transit System in the Decatur urban area, including additions to and extensions thereof, (hereinafter referred to as the "Transit System"), as provided herein. CONTRACTOR agrees to supply such services upon the terms and conditions set forth herein.

2. DESIRED RESULT

The desired result to be achieved by CONTRACTOR is management of the Transit System under the CITY's policies and in a way that will provide the quality and quantity of service demanded by the CITY, as determined from time to time by the CITY. CONTRACTOR will not, however, be expected to achieve results beyond the limits of the funding and other resources made available to it for the management and operation of the Transit System.

3. SCOPE OF SERVICES OF CONTRACTOR

Notwithstanding anything in this Agreement to the contrary, CONTRACTOR acknowledges and agrees that all matters of policy, including, but not limited to the scope of transportation services, fares and scheduling, are and shall continue to be controlled by the CITY. CONTRACTOR shall furnish management services as reasonably required by the CITY and

1 The parties understand and agree that the term CONTRACTOR, as referred to herein, shall include the SUB-CORPORATION formed pursuant to section 5, and all terms and conditions, rights owed to or duties required by CONTRACTOR pursuant to this Agreement shall likewise apply to the SUB-CORPORATION.

necessary to assist the CITY in the efficient operation of the Transit System under the policies, standards, and procedures established by the CITY. CONTRACTOR shall ensure that the CITY meets all applicable federal and state requirements and regulations. Special emphasis shall be required by CONTRACTOR to ensure that the CITY and its contractors meet all of the requirements and regulations of, and report to when required, the Illinois Department of Transportation and the US Department of Transportation, Federal Transit Administration.

CONTRACTOR shall be responsible for overseeing and managing all facets of the Transit System's operations, including the fixed route service, ADA van service, the subsidized ADA taxicab/livery program, the maintenance of buildings, facilities and vehicles, etc. The management to be furnished includes, but shall not be limited to, assisting the CITY in carrying out the functions of transit planning, marketing, real estate management, equipment and building utilization and maintenance, security, routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety, insurance and claims, employee selection and training per CITY guidelines, labor negotiations, public relations, equipment selection, grant applications, and all other normal managerial functions reasonably required in the day-to-day operation of the Transit System.

The management firm shall manage, operate and direct the transit system, with the oversight and approval of the CITY, including but not limited to the following functions and duties:

A. EMPLOYEES:
   1. employment (and dismissal) of employees necessary to carry out all functions of the transit system
   2. scheduling, direction and supervision of employees
   3. programming and provision of employee training, as needed
   4. programming and provision of employee safety programs and campaigns, including the use of safety equipment and procedures

B. EMPLOYEE RELATIONS:

1. direction and supervision of labor relations
2. direction and supervision of hearings on grievances
3. development and negotiation of labor contracts

C. SYSTEM PROCEDURES:

1. establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties
2. development of reporting procedures and forms to facilitate record keeping
3. direction and supervision of all accounting, bookkeeping, auditing, purchasing and other policy or procedures as set forth by the City
4. providing payroll, accounting, bookkeeping, auditing and purchasing functions for the transit system employees
5. securing all insurance coverage necessary, and handling all matters with insurance carriers
6. providing accident investigation and resolution

D. PUBLIC RELATIONS:

1. sales of tickets, passes, etc. directly to the public
2. investigation and handling of all complaints
3. preparation and direction of advertising campaigns, sales promotions and public relations projects
4. conduct and issue, at no cost to the CITY, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer.

E. TRANSIT SYSTEM OPERATIONS:

1. development and recommendation of changes in fares, bus routes, schedules, headways, transfer methods and other related transit issues
2. preparation and implementation of surveys to determine the need for changes in transit system operations

F. EQUIPMENT AND PROPERTY MAINTENANCE:

1. inspection of vehicles and equipment, and studying vehicle operation and maintenance service to determine the safety and adequacy of existing vehicles and equipment
2. recommendation of vehicle and major equipment purchases for transportation and maintenance operations
3. direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
4. direction and supervision of purchases of repair services, as needed
5. studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures, and correction of procedures where necessary

6. direction and supervision of building maintenance operations
7. recommendation of building/structure corrections or additions as needed

G. SUBCONTRACTOR SUPERVISION:
1. establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties, and compliance with all applicable state and federal laws and regulations
2. inspection and oversight of subcontractors (i.e. taxicab and livery companies) providing service for the disabled to ensure:
a) quality of service provided, vehicle condition, driver qualifications, etc.
b) accuracy of information reported to the Transit System, including billing requests
c) compliance with all state and federal requirements.

At the request of the CITY, under separate contract and for an additional fee, CONTRACTOR shall supply "Special Project" assistance. "Special Projects" include but are not limited to, on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. Special Projects are not within the scope of the day-to-day management services provided for herein. For each Special Project, the parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan.

4. COMMENCEMENT AND TERM

The Effective Date of this Agreement is July 1, 2014, regardless of the date of execution, and the Agreement shall continue for a term of five (5) years from the Effective Date, ending at 11:59 p.m. (Central Time) on June 30, 2019. Any renewal of the Agreement shall be at the mutual election of the parties.

5. OPERATING ENTITY AND PERSONNEL

A. CONTRACTOR, subject to the laws of the State of Illinois, shall form a separate corporation, (hereinafter referred to as "SUB-CORPORATION"), which by assignment shall assume and perform all services and obligations, and accept all

rights, which have been incurred or extended to CONTRACTOR under the terms and conditions of this Agreement. Subject to the provisions of subsection E. of this paragraph, said SUB-CORPORATION shall employ, and shall be the employer of, all employees required from time to time for the efficient operation of the Transit System. The SUB-CORPORATION shall assume all contractual obligations incidental to the operation by CONTRACTOR.

B. The SUB-CORPORATION shall employ only persons who pass requisite background checks and shall conduct an investigation of all prospective employees considered for employment. The SUB-CORPORATION shall furnish to the CITY the name and resume of each prospective employee. Employees shall be selected with the approval of the CITY, which approval shall not be unreasonably withheld. The CITY shall have the right to require the removal, for any reason, of any employee of the SUB-CORPORATION from any work assignment or from employment under this Agreement. In the event the CITY exercises its right under this Section B to require the removal of an employee of the SUB-CORPORATION, the CONTRACTOR shall in no way be penalized for the absence of that employee while his/her replacement is sought.

C. CONTRACTOR shall furnish a General Manager who shall be selected with the approval of the CITY, which approval shall not be unreasonably withheld, shall serve at the expense of CONTRACTOR, and shall provide the active management of the Transit System for and on behalf of the CITY. The General Manager shall reside in the Decatur area. Management of the Transit System shall be the full time job of the General Manager. Jerome M. Parker shall be the General Manager of the Transit System upon execution of this Agreement. Mr. Parker shall not be transferred from this assignment without the written approval of the CITY.

D. CONTRACTOR may also furnish, upon mutual agreement of the parties and for an additional fee, additional resident management personnel. The terms of employment for such personnel shall be reasonably similar to those for the General Manager, depending on the position in question, as specified in this Agreement.

E. The CITY may, by adoption of a resolution, elect to become the employer of all the employees covered by the SUB-CORPORATION not including CONTRACTOR's resident management personnel. In the event that such resolution is adopted and such employees thereby become public employees of the CITY, CONTRACTOR shall continue to manage the Transit System and provide all of the services specified in this Agreement, but the CITY shall assume all of the contractual obligations of the SUB-CORPORATION including those of the Collective Bargaining Agreement between the SUB-CORPORATION and the maintenance and operations personnel of the Transit System.

F. The CITY agrees, for a period of one (1) year following the expiration or sooner termination of this Agreement, not to solicit, nor to hire as an employee, nor to engage in any capacity whatsoever, any employees of CONTRACTOR or its subsidiaries, including the subsidiary named in this Agreement, if any. The phrase "in any capacity whatsoever" includes, but is not limited to, hiring another transit management company that proposes to employ or employs any of CONTRACTOR's resident management personnel.

6. ADVISORY AND TECHNICAL ASSISTANCE

CONTRACTOR shall furnish a minimum of eighty (80) hours advisory and technical assistance each year, at the Transit System or elsewhere, as may be reasonably required to assist the General Manager in the management of the Transit System at no additional cost. Travel and living expenses associated with this assistance shall be at the expense of

CONTRACTOR. Such advisory and technical assistance shall include, but shall not be limited to, those relating to the managerial functions identified in Section 3.

7. COMPENSATION

The CITY agrees to pay to CONTRACTOR as compensation for management services rendered pursuant to this Agreement the following sums:

PERIOD	FEE
Year 1: July 1, 2014 – June 30, 2015	$10,537.00 per month ($126,444.00 per year)
Year 2: July 1, 2015 – June 30, 2016	$ 9,942.42 per month ($119,309.00 per year)
Year 3: July 1, 2016 – June 30, 2017	$10,244.00 per month ($122,928.00 per year)
Year 4: July 1, 2017 – June 30, 2018	$10,498.67 per month ($125,984.00 per year)
Year 5: July 1, 2018 – June 30, 2019	$10,824.50 per month ($129,894.00 per year)

Payment shall be made by the CITY to CONTRACTOR on or before the 15th day following receipt of CONTRACTOR's invoice for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement terminates other than on the last day of a calendar month, the fee due CONTRACTOR shall be prorated on a daily basis.

8. WORKING FUNDS

The CITY shall provide the Transit System with adequate working funds which shall be deposited in a "Payroll Account" and other "Special Accounts" as needed, under procedures and controls adopted by the CITY. The ownership of said funds shall remain in the CITY. Such working funds shall be used to pay all wages, payroll taxes, fringe benefits and pension benefit expenses of all personnel of the Transit System, excluding CONTRACTOR's resident management personnel. It is also understood and agreed that the term "pension benefit expenses" shall include all past, present, and future pension or profit sharing plan liability, including without limitation, liability for vested but unfunded or underfunded benefits, payable by the CITY or an account of the Transit System (as constituted in the past, present and/or future).

9. EQUIPMENT, FACILITIES AND ASSETS

The CITY shall furnish, at its expense and without cost to CONTRACTOR, the use of all necessary office, garage, parking and storage facilities; transit coaches, vans, trucks and service vehicles; inventory of vehicle parts and supplies; shop and garage equipment; furniture, office equipment, supplies and materials; communication equipment and computer hardware and software; and all other equipment, facilities and assets necessary or appropriate for the operation of the Transit System. All equipment, facilities and assets furnished by the CITY hereunder shall be and shall remain the sole property of the CITY. CONTRACTOR shall be held harmless and indemnified by the CITY for the condition of the facility and equipment at the inception of this Agreement, during occupancy and at termination of occupancy.

10. REVENUE

Revenue derived from the operation of the Transit System, whether from passengers or from other sources, shall be and shall remain from the initial receipt thereof, the absolute property of the CITY. The handling and treatment of such revenue, including the banking thereof, and the accounting therefor, shall be as directed by the CITY. CONTRACTOR on behalf of the CITY, shall receive, collect and deposit all of the aforesaid revenue collected in its operations in the manner directed by the CITY. CONTRACTOR shall keep and maintain the local books and records of the operation of the Transit System in conformity with the requirements, and at the direction of, the CITY. CONTRACTOR shall render and certify to the CITY such full and complete monthly or other operating reports and financial statements as the CITY shall reasonably require.

11. TITLE TO PROPERTY

All real estate, buildings, equipment, buses, motor vehicles and all materials and supplies furnished by the CITY shall remain the sole property of the CITY. All property of any type and all equipment, facilities and assets acquired for the operation of the Transit System at the CITY's expense shall be and shall remain the sole property of the CITY.

12. **PURCHASING OF VEHICLES, EQUIPMENT AND SUPPLIES**

CONTRACTOR shall advise the CITY from time to time regarding the types, quantities and amounts of materials, supplies, tools and equipment, including vehicles, needed for use in the administration, operation or maintenance of the Transit System. Such purchases shall be made pursuant to the CITY's purchasing policies and procedures. The Transit System shall have full access to Corporate Purchasing Agreements available through CONTRACTOR.

13. **AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall permit the authorized representatives of the CITY, the State of Illinois, the Federal Transit Administration and the U.S. Comptroller General to inspect and audit all data and records of CONTRACTOR relating to its performance under the Agreement, and to copy or reproduce by any means whatsoever excerpts and transcriptions as reasonably needed. The CITY shall retain ownership of all plans, specifications, and related documents. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until all interested parties have disposed of all such litigation, appeals, claims or exceptions related thereto. [Reference 49 C.F.R. §18.39(i)(11).]

14. **BUDGETS AND PROJECTIONS; FARES AND SCHEDULES**

CONTRACTOR agrees to prepare or assist in the preparation of the necessary annual budgets and projections, as well as monthly financial and operating statements, as are required by the CITY. CONTRACTOR also agrees to furnish periodic reports and recommendations as are required by the CITY relating to service extensions, route planning, scheduling, service policies, fares, and other matters relating to the operation of the Transit System.

15. **CONTRACTOR'S RESIDENT MANAGEMENT PERSONNEL**

CONTRACTOR shall be solely responsible for the compensation and benefits of CONTRACTOR's resident management personnel. Should there be a change in the resident management personnel, CONTRACTOR shall be responsible for all relocation expenses associated with such change.

16. **THIRD PARTY LIABILITY**

The CITY shall indemnify, defend and hold harmless CONTRACTOR, its parent, subsidiaries, affiliates, officers, directors, shareholders, agents, servants, employees and assigns (collectively, "CONTRACTOR") from and against any and all loss, liability, claims, damage or expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of, or related to, the management or operation of the Transit System, other CITY operations or businesses, or in any way associated with this Agreement, whether or not caused, in whole or in part, by the negligence of CONTRACTOR or its agents, servants or employees, provided, however, that the CITY shall have no obligation to indemnify CONTRACTOR for criminal penalties or fraud committed by any of CONTRACTOR's resident management personnel or by any employee of its SUB-CORPORATION.

17. **INSURANCE**

A. In furtherance of its obligations under Section 16 above and not in limitation thereof, the CITY shall furnish and maintain, at its sole cost and expense, at all times during the term of this Agreement and any renewal or extension thereof, (i) a standard policy of automobile liability insurance having a combined single limit of not less than $5,000,000 per occurrence insuring CONTRACTOR, as it is defined above, for the ownership, maintenance, use or operation of the buses and other vehicles used in connection with the management and operation of the Transit System, or in any way associated with this Agreement, and (ii) a standard policy of general liability insurance having a combined single limit of not less than $5,000,000 per occurrence insuring CONTRACTOR, its agents, servants and employees for their acts and

omissions in connection with the management and operation of the Transit System pursuant to this Agreement. Each such policy (a) shall be written by an insurer reasonably acceptable to CONTRACTOR, (b) shall be endorsed to name CONTRACTOR, as defined above, as additional insureds, (c) shall provide that the coverage afforded thereby is primary as to CONTRACTOR and not excess, and (d) shall provide that it cannot be cancelled or materially altered without thirty (30) days prior written notice to CONTRACTOR. The CITY shall provide CONTRACTOR with certificate(s) evidencing compliance with the provisions of this section 17.A.

B. The CITY shall indemnify, defend and hold harmless CONTRACTOR, its agents, servants and employees from and against any and all loss, liability, claims, damage, and expenses (including, without limitation, reasonable attorneys' fees and court costs), resulting from or arising out of the CITY's failure to furnish and maintain the insurance policies required by Subsection 17.A. above in accordance with the terms thereof. In the event of any such failure, CONTRACTOR may, at its sole option, furnish such policy or policies without prejudice to any other remedy CONTRACTOR may have. The cost and expense of furnishing and maintaining such policy or policies shall be deemed an operating expense of the Transit System payable in accordance with the provisions of Section 9. The foregoing shall not, however, apply to criminal penalties or fraud committed by any of CONTRACTOR's resident management personnel or by any employee of its SUB-CORPORATION.

18. WAIVER OF SUBROGATION

The CITY hereby releases and agrees to indemnify, defend and hold harmless CONTRACTOR, as defined above, from and against any and all liability for loss of or damage to the buses or other properties of the CITY during the term of this Agreement or any renewal or extension thereof. The CITY hereby waives on behalf of itself and its insurer(s), any and all rights of subrogation against CONTRACTOR, as defined above.

19. **LEGAL COUNSEL**

It shall be the responsibility of the CITY to handle all legal matters of the Transit System not covered by insurance. Whenever legal counsel is required for the benefit of the Transit System and such counsel is not provided by the CITY, CONTRACTOR shall have the right to retain counsel reasonably acceptable to the CITY and charge the cost thereof as an operating expense of the Transit System, except in the case of legal disputes arising between the CITY and CONTRACTOR, and except for legal counsel hired for purposes of labor relations (including grievances and arbitration). The CITY and CONTRACTOR shall each be considered clients of such counsel, even if the CITY is not a named party in the litigation, and CONTRACTOR may not assert claims or defenses through such counsel without the approval of the CITY.

20. **FORCE MAJEURE**

CONTRACTOR shall not be liable to the CITY for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God (including severe weather), governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of CONTRACTOR.

21. **NO PERSONAL LIABILITY**

No officer, director, or employee of the CITY or of CONTRACTOR or of the SUB-CORPORATION shall be personally liable for the fulfillment of the conditions of this Agreement.

22. **DISPUTE RESOLUTION**

A. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the Decatur City Council. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal

to the Decatur City Clerk. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Decatur City Council on appeal shall be binding upon CONTRACTOR which shall abide be the decision.

B. Unless otherwise directed by the CITY, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

C. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this Agreement or its breach shall be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

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

23. TERMINATION

A. The CITY may terminate this Agreement, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the CITY's best interest. If this Agreement is terminated, the CITY shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

B. If CONTRACTOR fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other provision of the Agreement, the CITY may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the CITY that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, the CITY, after setting up a new performance schedule, may allow CONTRACTOR to continue work, or it may treat the termination as a termination for convenience.

C. The CITY in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR an opportunity to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and all other appropriate conditions. The time period in which cure is permitted shall be no less than ten (10) days and no more than thirty (30) days following receipt by CONTRACTOR of written notice from the CITY setting forth the nature of said breach or default.

If CONTRACTOR fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the specified time period in which cure is permitted, the CITY shall have the right to terminate the Agreement without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude the CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

24. SEVERABILITY AND INTENT

Should any provision or portion of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, under any applicable statute or rule of law, such provision or portion shall be deemed stricken, and such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect.

Except as is expressly provided herein, this Agreement is not intended to be a third party beneficiary Agreement and confers no rights on anyone other than the CITY and CONTRACTOR.

25. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties.

26. NOTICE

All notices required hereunder shall be deemed to be made when deposited with the U.S. Postal Service, postage prepaid, and addressed as follows:

To CONTRACTOR -
MV Transportation
Attn: Office of the General Counsel
5910 North Central Expressway
Dallas, TX 75206

To CITY -
Decatur Public Transit System
Attn: Mass Transit Administrator
555 E. Wood Street
Decatur, IL 62523

or to such other address as may from time to time be designated in a notice sent to the other party for that purpose.

27. **APPLICABLE LAW**

Subject to Federal Law requirements found in Appendix A, all work done pursuant to this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in a Federal court in the State of Illinois capable of hearing the case.

28. **REQUIRED CLAUSES**

Appendix A, "REQUIRED CLAUSES", contains language required to be included in any subcontract arising from this Agreement. CONTRACTOR or any subcontractor shall insert in any subcontract the clauses set forth in Appendix A - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractor to include these clauses and related attachments in any lower tier subcontracts. The clauses shall not be modified except to identify the subcontractor who will be subject to the provision. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

29. **POLICY AND PROCEDURE MANUAL**

CONTRACTOR and its SUB-CORPORATION shall at all times keep all of their employees informed of all applicable CITY rules and regulations, and policies and procedures, pertaining to the Transit System as contained in the Decatur Public Transit System Administrative Policy & Procedure Manual (dated January 1, 1996 and amended from time to time) which shall be made a part of this Agreement by reference.

30. **ENTIRE AGREEMENT**

This Agreement, including Appendix A and all attachments hereto, constitutes the entire Agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except in writing, signed by the party waiving

the provision, nor may this Agreement be amended except in writing, executed by both parties.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed, sealed and attested by its Mayor and City Clerk this 19 day of May, 2014.

THE CITY OF DECATUR, ILLINOIS

[redacted]

By: [redacted]
Michael T. McElroy, Mayor

ATTEST:

By: [redacted]
Linda M. Swartz, City Clerk

IN WITNESS WHEREOF, the CONTRACTOR has caused this Agreement to be signed, sealed and attested by its Corporate Officers this 19 day of May, 2014.

MV TRANSPORTATION, INC.

By: [redacted]
W.C. Pitt
Title: Operating VP

ATTEST:

By: [redacted] Amy Barry
Title: Senior Vice President

APPENDICES

Appendix A: Required Clauses

Appendix B: Forms for Certificates

REQUIRED CLAUSES

The CONTRACTOR must comply with all applicable Federal Transit Administration (FTA) clauses including, but not limited to those listed in this section. Federal requirements may change and the changed requirements will apply to the project as required, unless the CITY determines otherwise.

1.0 INELIGIBLE CONTRACTOR

The Contractor shall certify *(Appendix B)* that it is not presently debarred, suspended, or excluded from participation in this transaction by any Federal department or agency. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the City of Decatur. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.0 PROHIBITED INTERESTS

No member, or officer, or any employee of the City of Decatur or a local public body with financial interest or control in this Agreement, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

3.0 INTEREST OF MEMBER OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States or to the Illinois General Assembly shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

4.0 NON-COLLUSION

The Contractor guarantees that the proposal it submitted is not a product of collusion with any other proposer and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit or cost element of any proposal price. (*Appendix B*).

5.0 EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. In connection with this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability. The Contractor shall take affirmative action to ensure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, recruitment advertising, layoff, transfer, or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor shall also notify any and all suppliers or subcontractors of his obligations under this agreement related to this provision.

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B) That, if it hires additional employees in order to perform this agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not utilized.

C) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applications will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under

the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G) That it will include verbatim or by reference the provisions of this item in every subcontract it awards under which any portion of the agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

H) The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

6.0 CIVIL RIGHTS REQUIREMENTS

(A) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color,

creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity - The following requirements apply to the underlying Agreement:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, 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 No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note) and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this contract. The Contractor agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, 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.

(3) 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.

(C) Subcontracts - The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provide by FTA, modified only if necessary to identify the affected parties.

7.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(A) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this contract.

(B) 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 DOT-assisted contract. 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 City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(C) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its subcontractors.

(D) The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

8.0 COVENANT AGAINST GRATUITIES

By signing this Agreement, the Contractor warrants that they have not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City, with a view toward securing favorable treatment in the award, amendment, or performance evaluation of work done under this Agreement.

9.0 PROGRAM FRAUD

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 contract. By executing the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. 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.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government pertaining to this contract, the Federal 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.

10.0 LOBBYING

The Contractor shall certify by filing the required certificate *(Appendix B)* that it complies with the requirements of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. §1601 et seq. Each subcontractor shall certify to the contractor above it 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 any 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf with non-Federal funds with respect to that Federal contract, grant of award covered by 31 U.S.C. §1352. Such disclosures shall be forwarded from subcontractor to contractor up to the City.

11.0 CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders of regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency Regional Office.

12.0 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders of regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency Regional Office.

13.0 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.

14.0 CHARTER BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from

providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

15.0 SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, the Contractor agrees that it shall not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor agrees that it shall not use federally funded equipment, vehicles, or facilities.

16.0 DRUG AND ALCOHOL TESTING

Except for maintenance subcontractors, anyone who performs a safety-sensitive function for the City, or for a contractor for the City, is required to comply with 49 CFR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Illinois Department of Transportation, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to the City. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

17.0 TERMINATION

All contracts in excess of $10,000 (with the exception of contracts with nonprofit organizations and institutions of higher education,) shall contain suitable provisions for termination by the contracting party including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the Contractor.

18.0 BREACHES AND DISPUTE RESOLUTION

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach Agreement terms, and provide for such sanctions and penalties as may

be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

19.0 TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

The Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (DOL) guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the City's project for which Federal assistance is provided to support work on the underlying Agreement.

20.0 FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City 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.

21.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, 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 City requests which would cause the City to be in violation of the FTA terms and conditions.

22.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Contractor acknowledges that, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Contractor or any other party pertaining to any matter resulting from the underlying contract.

INELIGIBLE CONTRACTORS CERTIFICATE

The MV TRANSPORTATION
(name of the contractor)
hereby certifies that neither it nor its principals [as defined at 49 CFR 29.995] or affiliates [as defined at 49 CFR 29.905] is presently debarred, suspended, disqualified or excluded from participation in this transaction [as defined at 49 CFR 29.940 and 29.945] by any Federal department or agency.

Company Name:	MV TRANSPORTATION, INC.
Authorized Representative:	W.C. Pitt
Title:	EXECUTIVE VP
Signature:	[redacted]
Date:	5/19/14

NON-COLLUSION DISCLOSURE CERTIFICATE

Contractor shall disclose, to the best of his or her knowledge, any employee of the City of Decatur or member of the State legislature, or any relative of any such officer or employee who is an officer or director of, or has a material interest in the vendor's business, who is in a position to influence this procurement.

Name	Relationships
n/a	

Company Name:	MV TRANSPORTATION, INC.
Authorized Representative:	W.C. PITTL
Title:	EXECUTIVE VP
Signature:	[redacted]
Date:	5/19/14

LOBBYING CERTIFICATE

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The undersigned 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.

Company Name:	MV Transportation, Inc.
Authorized Representative Name:	W-C Pitt
Title:	Executive VP
Signature:	[redacted]
Date:	5/19/14

Certified Return Receipt Requested

CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523-1196
217-424-2708

May 21, 2014

Mr. Gary Coles
Senior Vice-President
MV Transportation, Inc.
5910 North Central Expressway
Dallas, TX 75206

Re: City of Decatur, Illinois - Mass Transit Management Agreement

Dear Mr. Coles,

Enclosed are the following documents:

A copy of Resolution 2014-52 - Resolution Accepting Proposal of MV Transportation, Inc. for Transit System Management; and
Two (2) original Mass Transit Management Agreements.

I ask that the authorized officer of MV Transportation sign both original Agreements and one original Agreement be returned to me.

If you have any questions, please feel free to contact me.

Sincerely,

[redacted]

Linda M. Swartz
City Clerk

Enclosures

First Transit

Richard A. Dunning
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Tel 513-684-8734
Fax 513-684-8852

CITY OF DECATUR, IL
FILED
5/27/2014
CITY CLERK

May 23, 2014

Members of City Council
c/o Linda Swartz, City Clerk
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Honorable Members of City Council:

First of all let me thank you for the opportunity to have been of service to the City of Decatur for the last 11 years as your transit management company. We value our relationship with the City of Decatur and were disappointed to learn of the decision to award MV for the new management contract, since we believe that our past performance and capabilities going forward bring the best value to the City.

I write to you today to advise you that First Transit believes that your procurement for Transit Management Services was flawed and we wish to formally protest the decision to award the contract to MV.

We base this protest on several factors:

1. **The City considered a proposal from MV that was "conditional" and thereby non-responsive with the RFP that governed this procurement. First Transit offers the following facts to support our position:**

    - Section 9.0, Preparation of Proposal(s), clearly states, "Conditional proposals, or those that have taken exception to the specifications, will be considered non-responsive and will be rejected."

    - Section 12.0, Qualifications For Award, states, "Contract award shall be made only to a proposer found to be both responsive and responsible."

    - The MV candidate for GM was disclosed by the City at the opening of the Proposals to be Jerome Parker.

    - During the in-person interview process conducted by the Denton County Transit Authority (DCTA) on April 8, 2014 held in Lewisville, Texas, representatives of First Transit met Mr. Jerome Parker, who along with representatives of MV, were preparing for an interview with the DCTA for a procurement for Transit

Management Services. Mr. Parker was MV's candidate for the position of General Manager for the DCTA.

- The City of Decatur opened proposals for its procurement on February 26, 2014.
- The DCTA opened proposals for its procurement on March 17, 2014, some 19 days after the City of Decatur had closed its procurement.
- The City of Decatur conducted telephone interviews with the two firms competing for the Transit Management contract on April 23, 2014, which Mr. Parker presumably participated in as the proposed candidate for MV. Furthermore, during a later conversation between Paul McChancy, Mass Transit Administrator, and John Woodford, the First Transit Region Vice President, our firm was advised that the strength of the MV manager candidate was a determining factor in the decision to award the contract to MV.
- The DCTA staff committee charged with evaluating the RFP announced its decision in a public meeting on April 24, 2014, the day after MV represented Mr. Parker to be their GM candidate for Decatur.
- There can be no doubt that MV proposed Mr. Parker in two proposals at the same time, one in Decatur and the other in Denton.

What is troubling about the conduct of MV in these two proposals is that they represented to each customer that Mr. Parker was their candidate for GM and that, upon an award to MV, he would become the GM. Had MV been awarded both contracts they would have been unable to have Mr. Parker be in two places at once. Had MV correctly represented to each potential customer that Mr. Parker was also being proposed in another bid, and would be available only if the other customer chose a firm other than MV, the bid would have been conditional and by the aforementioned RFP rules deemed non-responsive.

MV chose, however, to not accurately represent the conditional nature of their proposal by not disclosing that Mr. Parker was also in another bid at the same time. By doing so MV had submitted a conditional bid and then kept this fact from the City of Decatur in an intentional act to misrepresent to the City the basis of their bid. Aside from violating the provisions of the procurement, this was also a practice which brings into question the accuracy of the other representations made in their proposal.

The City of Decatur can easily confirm these facts by communicating with the DCTA or by simply asking MV if Mr. Parker was in fact bid in the DCTA at the same time he was being proposed to the City of Decatur. When the City of Decatur confirms this, it must find MV's proposal non-responsive as it submitted a conditional bid.

2. **<u>The scoring of the proposals was not conducted in a fair and objective manner.</u>**

- Section 10.6 describes the specific items to be provided regarding the GM's background. The first listed was education, the third was relevant experience. First Transit's candidate has both a Bachelors and a Masters degree, while MV's candidate has no college degree at all. For the last 12 years MV's candidate has

served in an administrative role with no direct responsibility for bus operations, while First Transit's candidate has been a manager directly responsible for bus operations. Yet in the scoring sheets provided the MV candidate was ranked higher. Why have evaluation criteria if they are not to be followed? First Transit took the RFP requirements seriously and proposed a candidate with proven experience and education as required by the RFP. MV was given a score 41% higher than First Transit for the Qualifications of the General Manager, and while the scoring is by its nature somewhat subjective this is a huge differential for someone who possesses no college degree and has not be involved in direct vehicle operations for the last 12 years.

- An evaluation area was for "Management Approach". This was to include "past performance, client relations..". Attached please find the Customer Survey completed by the City of Decatur for the First Transit contract in 2013. Aside from the overall high scores I would like to draw your attention to the specific question Q12-How likely would you be to recommend First Transit to another colleague or associate?" . On a scale of 1-10 with 10 being the highest or most likely to recommend the score was a 9. It is incomprehensible to First Transit that weeks before the RFP was released the City of Decatur would highly recommend us to others but would then score First lower than a company that it had never worked with. In the meantime there had been no communications from the City of Decatur to First Transit about our performance that would have indicated any change in that original satisfaction with our company. In this scoring section MV was rated 14% higher despite the fact that Decatur had worked with First Transit and had expressed in satisfaction with our work and was prepared to highly recommend us to others.
- The only purely quantitative scoring opportunity in the RFP was in the Management Fee. The firm with the lowest price would be awarded the full 20 points and then the other firm would receive a prorated score based on it's fee relative to the lowest fee. While MV was properly awarded the full 20 points, First Transit was only awarded 18.5 points or some 7.5% fewer points. In fact, First Transit's fee was only $11,213 more over a five year period or only 1.8% higher. This means First Transit should have correctly been given 98.2% of the full 20 points or 19.64 points, not 18.5.
- A review of the scoring and a correction to award First Transit more points for a GM that had superior credentials, more points for its past performance with Decatur, and more points for the pricing can easily result in First Transit, not MV being the highest rated firm. It appears that the scoring may well have been artificially reduced to justify awarding to MV.
- An additional matter regarding the cost of health care needs to be addressed. During the telephone interviews the First Transit team discussed with the City of Decatur team our plan for offering a new health plan to the Union that would result in a savings to both the union and to the City of Decatur in its operating costs. This was outlined in our cover letter of our proposal. We advised the committee that we expected significant savings to the City, upwards of $50,000 per year. There was considerable interest in this opportunity and we understood this to be a real advantage for our proposal. In fact, this savings when factored into the management fee means that the FT proposal was going to be less expensive than the MV proposal by a significant amount. Curiously, this matter was not considered in the evaluation, nor was there a follow-up or a BAFO by the City.

- The Collective Bargaining Agreement with the ATU was specifically extended by the parties so this provision could be negotiated. With the award to MV this option is no longer available as MV does not have a program like this to offer.

We respectfully request that the City consider this protest before proceeding with a contract to MV.

Should you have any questions or wish to speak to me regarding this matter please feel free to either email me at rick.dunning@firstgroup.com or at my direct line 513-684-8734.

Sincerely,

[redacted]

Senior Vice President

xc: Paul McChancy

Client Survey Results 2013

First Transit

Region: Transit Management
SVP: Dunning
RVP: Woodford
Location Number: 57219
Customer Segment: Transit Management

Decatur Public Transit System
Mr. Paul McChancy
Mass Transit Administrator
pmcchancy@decaturil.gov

Relationship Quality:

(Q1)How familiar/involved are you with the day-to-day operations between First Transit and your organization? **Very familiar (I interact with First Transit on a daily or weekly basis)**

Answers on a scale of 1 to 10 – where 1 is Very Dissatisfied and 10 is Very Satisfied:

Q2a1 Courtesy and professionalism: **8 .**

Q2b1 Accessible and responsive: **8 .**

Q2c1 Proactive and frequent communication: **9 .**

Q2d1 Ability to work effectively at different levels of my organization: **8 .**

Q2e1 Overall quality of relationship with me and my staff: **8 .**

Q2_f1 – Involvement in the community [ADDED 10-2012]: **N/A .**

Local First Transit Management Team – Execution

Answers on a scale of 1 to 10 - where 1 is Very Dissatisfied and 10 is Very Satisfied:

Q3a1 Flexible and adapts to the changing needs of my organization: **6 Willing to perform the work but unable to change his style of management and complete involvement in all projects.**

Q3b1 Ability to identify issues and recommend solutions: **7 .**

Q3c1 Ability to quickly address and solve problems: **6**
Unwilling to delegate work to his staff.

Q3d1 Ability to seamlessly facilitate & collaborate on work with your other vendors: **8 .**

Q3e1 Ability to meet project deadlines: **7 Some projects delayed by lack of staff committment to the projects, due to unwillingness to delegate work to his staff.**

Q3f1 Ability to achieve key performance indicators: **7 .**

Q3g1 Technical knowledge (i.e., requirements, pricing, billing, labor relations, etc.): **8 .**

Q3h1 Technical expertise and resources to maintain vehicles effectively: **8 .**

First Transit

Q3i1 Operational knowledge: 8 .

3.1 Considering all components of your experience and the relationship you have with them...how satisfied are you overall with your local First Transit management team? 7

First Transit Operational Performance

Answers on a scale of 1 to 10 - where 1 is Very Dissatisfied and 10 is Very Satisfied:

Q4a1 Cleanliness / appearance of vehicles: 8 .

Q4b1 On-time performance and reliability: 9 .

Q4c1 Ability to meet Preventive Maintenance schedules: 9 .

Q4d1 Use of technology: **4 We are 10 years behind similarly sized transit systems in the state.**

Q4e1 Commitment to safety: 8 .

Q4f1 Efficiency of vehicle servicing and maintenance: **6 Too reliant on vendors for bus engine servicing.**

Q4g1 Quality of operators (friendly, professional appearance, driving skills, and reliability): 8 .

Q4_h1 - Commitment to reducing environmental impact [ADDED 10-2012]: **5 No conscious effort being made, but City does not expect an environmental program.**

First Transit – Relationship and Experience

Response choices: Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree and Can't Say for Sure. (Customers were provided an opportunity to provide comments if response = Strongly Disagree or Disagree)

Q5a1 Actively participates in driving continuous efficiency improvements and value to the service: **4 - Agree .**

Q5b1 Is a company I can trust: **5 - Strongly Agree .**

Q5c1 Is an industry leader: **5 - Strongly Agree .**

Q5d1 Has driven a culture of safety throughout my organization: **4 - Agree .**

Q5e1 Is a business partner, not just a service provider: **5 - Strongly Agree .**

Q5f1 Provides technical and operational support to my organization and the location team: **5 - Strongly Agree .**

Q5g1 First Transit is focused on delivering its contractual requirements: **5 - Strongly Agree .**

Regional and Corporate Relationships

Answers on a scale of 1 to 10 – where 1 is Very Dissatisfied and 10 is Very Satisfied:

Regional and Corporate Relationships –

Client Survey Results 2013

First Transit

Q6 Considering your First Transit regional and corporate relationships, how satisfied are you with the frequency of contact you have with them and the support they provide the local team? 8

Q7 Comments: **Contact and support from the regional representative has been excellent. Technical support from corporate staff has been good.**

Overall Satisfaction –
Q8 Taking all things into consideration, how would you describe your relationship with First Transit to a colleague or associate? **First Transit can provide a wealth of operational and technical expertise, using their regional and corporate assets and using their extensive network of managers at transit systems around the country. However, the key element is the quality of the management team assigned to your system.**

Q9 Considering all components of your experience and relationship with First Transit, how satisfied are you with First Transit? 7

Overall Value –
Q10 How would you rate the overall value of the services your organization receives from First Transit? 7

Q11Comments: **Although I would definitely recommend First Transit to another transit system, the key element is the management team and I believe we need to make a change in management in order to improve the system.**

Likelihood to Recommend –
Q12 How likely would you be to recommend First Transit to another colleague or associate? 9

Q13 Comments: **I firmly believe in the value provided by First Transit and I would only caution a colleague to make sure that the management team assigned is a perfect fit.**

Please provide one positive aspect of your relationship with First Transit with any final comments or suggestions. **The excellent relationships with the two regional representatives that I have worked with at this transit system.**

Please provide one negative aspect of your relationship with First Transit. **Having to recommend that a manager be replaced.**

Final Comments
Please provide First Transit with any final comments or suggestions: **1. More technical advice before the next Triennial Review. 2. Short webinars on FTA hot topics.**

"BID TABULATION"

Proposals for Transit Management Contract

- Deadline: 4:00 PM, February 26, 2014 -

Two firms submitted proposals by the advertised deadline:

First Transit, Inc. 600 Vine Street, Ste. 1400 Cincinnati, Ohio 45202	and	MV Transportation, Inc. 5910 N. Central Expy., Ste. 1145 Dallas, Texas 75206

Following is a table showing the annual fees proposed by both firms for the five years of the contract. Please note that the bid amount is only one factor to be considered in evaluating these firms for the contract.

ANNUAL FEES

YEAR	CONTRACT DATES	FIRST TRANSIT, INC.	MV TRANSPORTATION, INC.
1	7/1/14 TO 6/30/15	$124,884	$126,444
2	7/1/15 TO 6/30/16	$124,884	$119,309
3	7/1/16 TO 6/30/17	$126,132	$122,928
4	7/1/17 TO 6/30/18	$128,652	$125,984
5	7/1/18 TO 6/30/19	$131,220	$129,894
TOTAL	7/1/14 TO 6/30/19	$635,772	$624,559

[redacted]

Paul McChancy
Mass Transit Administrator

TRANSIT MANAGEMENT CONTRACT
EVALUATION OF PROPOSALS
APRIL, 2014

	MAX POINTS	FIRST TRANSIT	MV TRANSPORTATION
Qualifications of Firm (Experience, size, finances, references, responses to questions)	10	9	9
Qualifications of Resident Manager (Education, training, experience, references, responses to questions.)	10	6	8.5
Management Approach (Past performance, client relations, customer relations, employee relations, community relations.)	25	17.5	20
Staff Support (Legal, marketing, financial, operations, maintenance, purchasing.)	10	9.5	9.5
Operations Policy (Safety, funds protection, work rules, driver training, marketing.)	15	11	14
Maintenance Policy (Preventive maintenance plan, record-keeping, work rules, technician training.)	10	9.5	9.5
Management Fee (Firm proposing the lowest total fee must receive 20 points)	20	18.5	20
TOTAL:	100	81	90.5

RESOLUTION NO. R2015-____

RESOLUTION AUTHORIZING REVISED FIRST AMENDMENT TO MASS TRANSIT MANAGEMENT AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the revised First Amendment to the Mass Transit Management Agreement, regarding the transfer of responsibility for payroll processing, presented to the Council herewith be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said revised First Amendment to the Mass Transit Management Agreement on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 20th day of January, 2015.

MICHAEL T. McELROY
MAYOR

ATTEST:

LINDA M. SWARTZ
CITY CLERK

FIRST AMENDMENT TO MASS TRANSIT MANAGEMENT AGREEMENT

This FIRST AMENDMENT to a certain MASS TRANSIT MANAGEMENT AGREEMENT (the "AGREEMENT") made and entered into July 1, 2014 between the City of Decatur of the State of Illinois (hereinafter "CITY"), and MV Transportation, Inc. (hereinafter "CONTRACTOR"), jointly "the PARTIES", is made in consideration of the mutual covenants contained herein, and for valuable considerations the receipt of which the Parties acknowledge.

By this FIRST AMENDMENT, the PARTIES amend the said AGREEMENT as follows:

1. CONTRACTOR'S responsibility, stated in Paragraph 3. C. 4 of the AGREEMENT, to provide payroll processing for transit system employees, is amended to transfer responsibility for payroll processing to CITY. Transit system employees shall remain employees of Decatur Transportation Corp. (hereinafter "DTC"), a wholly owned subsidiary of Contractor. In connection with the transition of payroll responsibilities for DTC employees from Contractor to City; City agrees to the following:
    a. City will bear the liability for and expense of fees or penalties related to: 1) late or insufficient payroll tax payments, and 2) late or inaccurate payroll tax return filings;
    b. City will provide detailed and summary payroll information to Contractor in a timely manner upon request, but in no event more than thirty days. Information requests include financial reporting, US Census Bureau reporting, government agency reporting, and all other requests as may be reasonably made by Contractor, during the term of the contract for a period of ten years following the termination of the contract between City and Contractor;
    c. No later than the 5th working day of the month, City will provide Contractor with a monthly data file and hard copy containing summary and detail information, from the prior month, necessary to facilitate financial reporting information;
    d. City will within 30 days of month-end provide a completed bank reconciliation to Contractor for the bank account newly established in DTC's name for the purpose of processing all payroll checks and tax deposits.

2. As payroll processing is a "pass through" expense pursuant to the terms of the AGREEMENT, CONTRACTOR will no longer submit invoices for payroll processing services, and CITY shall no longer be obligated to pay third parties for payroll processing services.
3. CONTRACTOR shall remain responsible for maintaining and providing CITY current, complete, and accurate information as may be necessary to accurately and in a timely manner pay CONTRACTOR'S employees for their services, including but not limited to employee identifying information, deductions, dates and hours of employment, rates of pay, bonuses, adjustments, changes in pay status, employee leave, wage claims from third

parties, and all other information necessary to provide employee payroll processing on behalf of CONTRACTOR.

4. Nothing in this AMENDMENT shall amend, alter, or affect the employment relationship between CONTRACTOR and its employees, whose services shall continue to be rendered as employees of CONTRACTOR and not of CITY. . CONTRACTOR remains an independent contractor, and amounts paid its employees pursuant to this AMENDMENT do not constitute compensation paid to an employee of the CITY.
5. Neither the AGREEMENT nor this AMENDMENT shall be construed as creating or constituting the relationship of a partnership, joint venture, or association of any kind, or agent and principal relationship.
6. The provisions of AGREEMENT Paragraph 16, THIRD PARTY LIABILITY notwithstanding, CONTRACTOR shall indemnify, defend and hold harmless CITY and its employees from and against any and all loss, liability, claims, damage, or expenses (including but not limited to reasonable attorneys fees and costs), arising out of, or related to, CONTRACTOR'S responsibility to maintain and provide City current, complete, and accurate payroll information.
7. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY has caused this First Amendment to Mass Transit Management Agreement to be signed, sealed and attested by its Mayor and City Clerk this _____ day of December, 2014.

CITY OF DECATUR, ILLINOIS,

By_____
Michael T. McElroy, Mayor

ATTEST:

_____
Linda M. Swartz, City Clerk

IN WITNESS WHEREOF, the CONTRACTOR has caused this First Amendment to Mass Transit Management Agreement to be signed, sealed and attested by its Corporate Officers this 30th day of December, 2014.

MV TRANSPORTATION, INC.

By [redacted]

Title: Interim CFO

ATTEST:

By [redacted]

Title: VP & Associate General Counsel

RESOLUTION NO. R 2016-112

RESOLUTION AMENDING MV TRANSPORTATION, INC. CONTRACT WITH THE CITY OF DECATUR, ILLINOIS, MASS TRANSIT SYSTEM FOR SCHEDULING SOFTWARE LICENSE AND INSTALLATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the City of Decatur's management agreement with MV Transportation, Inc., be and is hereby amended to provide for scheduling software license and installation as described in the attached amendment to agreement, for a cost of installation not to exceed $20,000.00, and a monthly fee of $768.42 for rental and service fees.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute the amendment to Mass Transit management agreement between the City of Decatur, Illinois, and MV Transportation, Inc., as attached.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

[redacted]

Julie Moore Wolfe, Mayor

ATTEST:

[redacted]

Debra G. Bright, City Clerk

SECOND AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT

THIS AMENDMENT TO MASS TRANSIT MANAGEMENT AGREEMENT (this "**Amendment**"), is entered into as of October 3, 2016 (the "**Effective Date**"), by and between **CITY OF DECATUR OF THE STATE OF ILLINOIS** ("**City**"), and **MV TRANSPORTATION, INC.** ("**Contractor**"). City and Contractor may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS:

A. The Parties have entered into that certain Mass Transit Management Agreement, dated as of July 1, 2014, as amended by that certain First Amendment To Mass Transit Management Agreement dated December 12, 2014, pursuant to which Contractor provides certain transportation services to City (the "**Agreement**"). Capitalized terms used in this Amendment and not defined herein shall have the meanings given such terms in the Agreement.

B. The Parties desire to amend the Agreement to reflect certain agreements among the Parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

(a) **SECTION 3. SCOPE OF SERVICES OF CONTRACT.** Section 3 shall be amended by inserting the following Subsection E:

"E. TRAPEZE SERVICES
1. for an additional fee, CONTRACTOR shall provide installation and configuration of Trapeze software and related services as set forth on Exhibit A attached hereto
2. for an additional fee, CONTRACTOR shall provide Trapeze software rental and ongoing ASP functionality as set forth on Exhibit B attached hereto
3. the services provided under this Section 3.E. may be collectively referred to herein as "Trapeze Services""

(b) **SECTION 7. COMPENSATION.** Section 7 shall be amended and restated as follows:

"The CITY agrees to pay to CONTRACTOR as compensation for management services rendered pursuant to this Agreement the following sums:

PERIOD	FEE
Year 1: July 1, 2014 – June 30, 2015	$10,537.00 per month ($126,444.00 per year)

Year 2: July 1, 2015 – June 30, 2016	$9,942.42 per month ($119,309.00 per year)
Year 3: July 1, 2016 – June 30, 2017	$10,244.00 per month ($122,928.00 per year), plus charges for Trapeze Services as provided for herein
Year 4: July 1, 2017 – June 30, 2018	$10,298.67 per month ($125,984.00 per year), plus charges for Trapeze Services as provided for herein
Year 5: July 1, 2018 – June 30, 2019	$10,824.50 per month ($129,894.00 per year), plus charges for Trapeze Services as provided for herein

Payment shall be made by the CITY to CONTRACTOR on or before the 15th day following receipt of CONTRACTOR'S invoice for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement terminates other than on the last day of a calendar month, the fee due CONTRACTOR shall be prorated on a daily basis."

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Illinois, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

CITY OF DECATUR

By: [redacted]

Name: Julie Moore Wolfe

Title: Mayor

CONTRACTOR:

MV TRANSPORTATION, INC.

By: [redacted]

Name: Robert A. Pagorek

Title: CFO

EXHIBIT A

TRAPEZE INSTALLATION AND SUPPORT SERVICES AND FEES

MV TRANSPORTATION, INC.

MV Transportation, Inc.

Quote For: Decatur IL
Date: Friday, March 04, 2016
Provided By: Nila Zaman

1.) System Training *Set-up and Configuration				
	Daily RATE	Total Number of Days	Total Cost	Comments
Client Entry				
Vehicle Entry				
Capacity Entry				
Run Entry	$ 1,000.00	8	$ 8,000.00	
Driver Entry				
Fare Entry				
ADA polygons Entry				
Weights and Parameters				
		Total Monthly	$ [illegible]	

2.) Installation Costs				
			Total Cost	Comments
Reservation	$ 1,000.00	1	$ 1,000.00	
Schedule Building, Maintenance and Tools	$ 1,000.00	5	$ 5,000.00	
Dispatch	$ 1,000.00	2	$ 2,000.00	
Reporting and Trapeze for Managers	$ 1,000.00	1	$ 1,000.00	
		Total Operation Training	$ [illegible]	

3.) Map				
	Monthly		Total Cost	Comments
Build and Install	$ 1,000.00	1	$ 1,000.00	
		Total Monthly	$ [illegible]	

4.) Go Live Support				
	Monthly		Total Cost	Comments
Reservation/Schedule	$ 1,000.00	5	$ 5,000.00	
Dispatch	$ 1,000.00	3	$ 3,000.00	
		Total Monthly	$ [illegible]	
		Total	$ 26,000.00	
		Partner Discount	$ 6,000.00	
		Project Total	$ [illegible] 20,000.00 *PLUS Travel Expenses	

EXHIBIT B

TRAPEZE RENTAL/ASP SERVICES AND FEES

MV Transportation, Inc.

Avg Trips Weekday	125
Concurrent Users	3
Clients	
Vehicles	
Spare Ratio	

Quote For: Decatur IL
Date: Monday, July 18, 2016
Provided By: Debra Redfern

1.) MV Trapeze Rental & ASP Option Cost -MONTHLY

	Req	Monthly	Concurrent Licenses	ASP Server	Sales Tax	Total Cost	Comments
PASS	X	$ 175.92	$ 225.00	$ 367.50	$ -	$ 768.42	
MON		$ -		$ -	$ -	$ -	
DRIVER MATE		$ -			$ -	$ -	
CT					$ -	$ -	
WEB					$ -	$ -	
TRIP BROKER					$ -	$ -	
VEO					$ -	$ -	
CERT					$ -	$ -	
MT WEB					$ -	$ -	
					Total Monthly	$ 768.42	

2.) Data Costs -MONTHLY

	Req	Monthly				Total Cost	Comments
Cellular Data Plan	X	$ -				$ -	
Soti Software	X	$ -				$ -	
					Total Monthly	$ -	

3.) Installation Costs

	Req					Total Cost	Comments
Ranger4		$ -				$ -	
Tablets	X	$ -				$ -	
Mounts	X	$ -				$ -	
Power Cables	X	$ -				$ -	
Otter Boxes	x	$ -				$ -	
					Total Installation	$ -	

MV TRANSPORTATION, INC.

October 12, 2016

John Williams
Mass Transit Administrator
555 East Wood Street
Decatur, IL 62523

Re: Second Amendment

Dear Mr. Williams,

Enclosed please find our fully executed Amendment for your records.

If you have any questions, please contact me at (712) 764-3754.

Sincerely,

[redacted]

Brandi Bylund
Contracts Administrator

Enc. (1) Amendment

2024 College Street | Elk Horn, IA 51531 | P 712.764.3754 | F 712.764.3754

RESOLUTION NO. R2019-85

RESOLUTION AMENDING MASS TRANSIT MANAGEMENT AGREEMENT WITH MV TRANSPORTATION, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the City of Decatur, Illinois, management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to execute the third amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MV Transportation, Inc.

PRESENTED and ADOPTED this 17th day of June 2019

[redacted]

Julie Moore Wolfe, Mayor

ATTEST:

[redacted]

Kimberly Althoff, City Clerk

THIRD AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT

This Amendment to the Mass Transit Management Agreement (this "Amendment"), is entered into as of July 1, 2019 (the "Effective Date"), by between the City of Decatur of the State of Illinois (hereinafter referred to as "City"), and MV Transportation, Inc. (hereinafter referred to as "Contractor"). City and Contractor may hereinafter also be referred to collectively as the "Parties" and individually as a "Party".

RECITALS:

A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended by the First Amendment of the Mass Transit Management Agreement dated December 12, 2014, and by the Second Amendment of the Mass Transit Management Agreement dated October 3, 2016, pursuant to which Contractor provides transportation services to the City (the "Agreement")

B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intend to be legally bound, and agree as follows:

1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

(a) SECTION 3. SCOPE OF SERVICES OF CONTRACTOR. Section 3 shall be amended by inserting the following Subsection H:

"H. CONTRACT EXTENSION

1. The City and the Contractor mutually agree to extend the Agreement for a period not to exceed eighteen (18) months from the date commencing July 1, 2019 and ending December 31, 2020.
2. The City desires to affect, and Contractor agrees to provide, certain operational changes that will provide efficient, cost effective and improved delivery of transit

services to the public, including, but not limited to, access to purchasing leverage / power by and of the Contractor for supplies, repair parts, and equipment; access to purchasing leverage / power by and of the Contactor for risk management business insurance including workers compensation, automobile liability and general liability; access to purchasing leverage / power by and of the Contractor for employee benefits, group healthcare and other employee benefits.

3. The City and Contractor agree to work together to define a transition plan (transitioning to full turn-key contract operations) prior to September 1, 2019 that will include agreed operational changes and an updated timetable for the changes. Operational changes may include, but are not necessarily limited to: route changes, reporting requirements, sharing of security data, Contractor/City and City/Contractor accountability requirements, sharing of management and overhead costs, and other operational aspects introduced by the Parties.

4. The City and the Contractor agree to create a management committee comprised of equal numbers of representatives from the City and the Contractor that will meet periodically throughout the period authorized by this extension to review, assess and evaluate all operational changes studied and considered.

5. The Parties agree as to City intent, upon City satisfaction with operational changes implemented, that the City will release a Request for Proposal (" RFP") to secure a long-term operating agreement at the conclusion of this contract extension, subject to an open bidding process in full compliance with State of Illinois and U.S. Federal Government procurement requirements.

6. The parties agree that upon City satisfaction with operational changes evaluated and implemented hereunder, and upon completion of the RFP process, the City and the Contractor, by mutual agreement, may elect an early termination of this agreement extension.

(b) SECTION 4. COMMENCEMENT AND TERM. Section 4 shall be amended by inserting the following language in a second paragraph:

The effective commencement date of the Agreement extension is July 1, 2019, regardless of the date of execution, and the Agreement shall continue for a term of eighteen (18) months from the Effective Date, ending on December 31, 2020, subject to the early termination clause as defined in the Section 3, Paragraph H Contract Extension.

(c) SECTION 7. COMPENSATION. Section 7 shall be amended by inserting the following under the table containing the periods and fees as follows:

Extension Period	Fees
July 1, 2019 – June 30, 2020	$11,150.00 per month, plus charges for Trapeze Services
July 1, 2020 – December 31, 2020	$11,485.00 per month, plus charges for Trapeze Services

Upon deployment of operational change measures, City and Contractor agree to implementation of additional compensation changes, to be determined.

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed ender the laws of the State of Illinois, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: [redacted]
Name: Scot Wrighton
Title: City Manager

CONTRACTOR:

MV Transportation, Inc

By: [redacted]
Name: Erin Niewinski
Title: Interim CFO

FOURTH AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT

This Fourth Amendment to the Mass Transit Management Agreement (this "Amendment") is entered into as of December 3rd, 2019 (the "Effective Date") by and between the City of Decatur of the State of Illinois ("City") and MV Transportation, Inc., a California corporation ("Contractor"). City and Contractor may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the "Agreement"), pursuant to which Contractor provides transportation services to the City; and

B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein

C. The Parties acknowledge that this Fourth Amendment to the Agreement shall not extend the Agreement beyond the current extension's end date of December 31, 2020.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and agree as follows:

1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

    a. Section 3 SCOPE OF SERVICES OF CONTRACTOR is hereby deleted in its entirety and replaced with the following:

    3. SCOPE OF SERVICES.
    Contractor shall be responsible for management and operation of the Decatur Public Transit System in the Decatur urban area as further described in the Scope of Services attached hereto as Appendix C.

    b. Section 5 OPERATING ENTITY AND PERSONNEL is hereby deleted in its entirety and replaced with the following:

    5. PERSONNEL.

    A. Contractor, through its wholly-owned subsidiary MV Public Transportation, Inc., will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the Services under this Agreement, including a General Manager who shall reside in the Decatur area.

The General Manager will provide active management of Contractor's operations and meet regularly with the City. The General Manager will be expected to be on premises for any audits or transit business which may require his or her presence. The General Manager shall notify the City of any scheduled time off. Contractor will share with City the General Manager's allotted time off each year, including vacation, sick leave, and any personal time off.

c. Section 6 ADVISORY AND TECHNICAL ASSISTANCE is hereby deleted in its entirety and replaced with the following:

   Section 6. Reserved.

d. Section 7 COMPENSATION is hereby deleted in its entirety and replaced with the following:

   Section 7. COMPENSATION.

   A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.

   B. In addition to the compensation set forth on Appendix D, the CITY shall pay to CONTRACTOR an amount equal to all vacation time, sick time, PTO, and incentive pay accrued (as of December 31, 2019) by all employees of the Transit System. The CITY shall pay the foregoing amount on or before March 31, 2020, subject to the conditions below. CONTRACTOR shall be responsible for all vacation time, sick time, PTO, and incentive pay beginning January 1, 2020. CONTRACTOR indemnifies and holds the City harmless against any claims or disputes regarding accrual or payment of these benefits to MV employees, and; shall provide the City with all requested documentation supporting its claim for these payments, and; shall provide the City an accounting of payments made to its employees, and agrees that any monies not paid to employees by January 31, 2021 shall be returned to the City, within 60 days.

   C. CITY and CONTRACTOR shall negotiate in good faith equitable adjustments to the rates set forth on Appendix D if Contractor's operating costs increase or expected revenue decreases as a result of any of the following events: (i) the volume of services to be performed by Contractor increases or decreases by more than fifteen percent (15%) from the level estimated in this Agreement or on the price pages; (ii) CITY requests a change to the scope of services detailed in Appendix C of this Agreement to be provided by CONTRACTOR; (iii) there is an unanticipated increase in the city, county, state, or federal minimum wage that requires CONTRACTOR to increase the wages paid to its employees and/or negatively impacts CONTRACTOR'S ability to recruit and retain qualified employees for the performance of this Agreement; or (iv) a

local, state or federal government entity with jurisdiction over CONTRACTOR adopts any law, rule, regulation or order which has the effect of increasing CONTRACTOR'S costs to deliver the services under this Agreement. CONTRACTOR shall provide written notice to CITY promptly after CONTRACTOR'S costs increase or an event occurs that CONTRACTOR determines in good faith will result in increased costs.

D. The CONTRACTOR shall provide all compensation and benefits, including but not limited to health insurance and 401K match, to its employees working under this agreement at a level equal to or greater than the compensation and benefits currently provided to the employees as of the Effective Date.

e. Section 8 WORKING FUNDS is hereby deleted in its entirety and replaced with the following:

Section 8. PENSION LIABILITY.

The CITY and the CONTRACTOR acknowledge no pension benefits have been provided to MV (and/or its subsidiary) employees. The CITY and the CONTRACTOR further acknowledge there are no anticipated changes that will create employer liability for employee pensions. MV (and/or its subsidiary) employees have been eligible for employer contributions to employees' 401(K) retirement accounts. The City shall be liable for any claims for pension benefits if any, earned on or before Dec. 31, 2019, and all employer obligated 401(K) payments and fees, through Dec. 31, 2019, and shall indemnify and defend CONTRACTOR for all liabilities related thereto. Commencing Jan. 1, 2020, CONTRACTOR shall be liable for all employer's obligated 401(K) payments and fees, and shall indemnify CITY for all liabilities related thereto.

f. Section 15 CONTRACTOR'S RESIDENT MANAGEMENT PERSONNEL is hereby deleted in its entirety and replaced with the following:

Section 15. Reserved.

g. Section 16 THIRD PARTY LIABILITY is hereby deleted in its entirety and replaced with the following:

Section 16. Reserved.

h. Section 17 INSURANCE is hereby deleted in its entirety and replaced with the following:

17. INSURANCE. CONTRACTOR, at its own expense, will at all times during the term of this Agreement carry insurance in accordance with the provisions of Appendix E. Such insurance shall name CITY as an additional insured. Prior to

commencement of the work under this Agreement, CONTRACTOR shall provide CITY with certificates of insurance evidencing the required coverage.

i. Section 18 WAIVER OF SUBROGATION is hereby deleted in its entirety and replaced with the following:

   Section 18. CONTRACTOR INDEMNITY. Contractor shall indemnify, defend, protect and hold harmless the CITY, and the CITY's officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after January 1, 2020, from and against all liabilities, losses, claims, or damages incurred by any of such indemnified parties as a result of any damage to property or injury to or death of any persons occasioned by the negligent or willful acts or omissions of Contractor, in each case except to the extent such liabilities, losses, claims, or damages were caused by the negligence or willful misconduct of any of such indemnified parties.

j. Appendices. The attached Appendix C, Appendix D, and Appendix E are hereby added to the Agreement.

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law: This Amendment shall be governed by and construed under the laws of the State of Illinois, without regard to principals of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: _____
Name: Scot Wrighton
Title: City Manager

CONTRACTOR:

MV Transportation, Inc.

By: _____
Name: Marie Meisenbach Graul
Title: EVP, Chief Financial Officer

APPENDIX C

SCOPE OF SERVICES

Effective January 1, 2020 Contractor shall manage and operate the Decatur Public Transit System, including, but not limited to the following functions and duties:

I. RESPONSIBILITIES OF CONTRACTOR

A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. Develop and recommend of changes in fares, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
    a. Synchromatics CAD/AVL for Fixed Route
    b. Trapeze PASS for Paratransit
    c. Transit Miner for Paratransit
    d. Drive Cam for all Service Vehicles
    e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops, printers/copiers and internet hotspots to management personnel as appropriate
7. Collaborate with the City for the provision of a supplemental enhanced service within the urban core, outside of the normal hours and days of service, which are operated and billed at the same hourly rate as the paratransit rate specified in Appendix D.

B. PERSONNEL.

1. Availability. Contractor will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the Services under this Agreement.
2. Management and Control. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's exclusive direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations with respect to such employees, such

as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

3. Drivers. All drivers shall hold, at all times, a valid commercial driver's license with all appropriate endorsements in accordance with all applicable state and federal laws and regulations. Drivers must pass an alcohol and drug screen administered in compliance with Federal Transit Administration regulations, and have safe driving records with no previous suspensions for moving violations.
4. Drug and Alcohol Testing. Contractor shall comply with and ensure all safety sensitive employees (including drivers, mechanics and dispatch personal) are subject to Contractor's standard drug and alcohol testing policies. Drivers and other Contractor employees are prohibited from reporting to work under the influence of drugs or alcohol, and/or consuming drugs or alcohol during their scheduled work shift, including break and meal periods. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
5. Training. Contractor will provide ten (10) hours of training to all existing drivers.
6. Equal Employment Opportunity/Affirmative Action Employer. Contractor shall comply 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.
7. Removal. City shall have the right to require the removal, for any reason, of any employee of Contractor from any work assignment under this Agreement.

C. SYSTEM PROCEDURES

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties.
2. Development of reporting procedures and forms to facilitate record keeping.
3. Direction and supervision of all accounting, bookkeeping, auditing, and purchasing functions for the transit system employees
4. Securing all insurance coverage required herein
5. Providing accident investigation and resolution

D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer

E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of $1 per vehicle per month

2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed

F. SUBCONTRACTOR SUPERVISION

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties and compliance with all applicable state and federal laws and regulations
2. Inspection and oversight of subcontractors (i.e. taxicab and livery companies) providing services for the disabled to ensure:
    i. Quality of service provided, vehicle condition, driver qualifications, etc.
    ii. Accuracy of information reported to the Transit System, including billing requests
    iii. Compliance with all state and federal requirements

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide "Special Project" assistance. "Special Projects" shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan.

The CONTRACTOR agrees the system will be operated efficiently under standards and policies established by the City, that the CONTRACTOR shall comply with all applicable federal and state laws, regulations, and requirements, and that special emphasis shall be required by Contractor to ensure that is meets all of the requirements and regulations of, and report to when required, the Illinois Department of Transportation, the US Department of Transportation, and the Federal Transit Administration.

II. RESPONSIBILITIES OF CITY

A. FACILITIES

1. City will provide the following operating and bus facilities:

Base Operations	Facility Address
Administrative and maintenance	555 East Wood Street Decatur, Illinois 62523
Bus Transfer Center & Operation and Paratransit offices	353 Williams Street Decatur, Illinois 62523
Bus storage	100 Industrial Court Decatur, Illinois 62523

The City will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With City's prior approval, Contractor may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.

2. City will indemnify, defend and hold harmless Contractor from any environmental condition, including any condition arising from the release of hazardous material, at any of City's facilities existing prior to Contractor's occupancy of such facilities.
3. City will provide property insurance for all existing facilities.
4. City will provide access to existing, budgeted workstation equipment and services, including telephone service, radios, computers and internet.

B. VEHICLES

1. City will lease all revenue and non-revenue vehicles and related equipment to Contractor for $1 per vehicle per month.
2. City will provide tools and equipment for maintenance of the revenue and non-revenue fleet.
3. City will provide all parts for revenue and non-revenue vehicles
4. City will provide parts for the facility to the extent such parts cost $500 or greater; parts for the facility costing less than $500 will be provided by Contractor
5. City will provide tires for all fixed route and paratransit vehicles
6. City will supply all fuel, lubricants and oils for revenue and non-revenue fleet

ATTACHMENT 1

VEHICLES

[to be provided]

APPENDIX D

COMPENSATION

Contractor shall be paid a fixed monthly fee and per-revenue hour rate for variable costs. Revenue hour is defined as "gate to gate." Billing will begin once the operator leaves the operations facility and ends at the time the operator returns to the yard. A revenue hour does not include the time associated with pre- and post-trip inspections, fueling and non-revenue service time.

Rates:

Monthly Fixed Fee: **$208,587**

Fixed Route Variable Rate: **$47.96/Revenue Hour**	Estimated Hours: **68,577**
Paratransit Variable Rate: **$32.62/Revenue Hour**	Estimated Hours: **13,360**
Supplemental Service: **$32.62/Revenue Hour**	Estimated Hours: **1,460**

APPENDIX E

INSURANCE

Contractor shall purchase and maintain from the date of commencement of the work until the date of final payment the following minimum insurance coverages. Such insurance shall protect the contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the CITY: Approval of the insurance by the CITY shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the CITY does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.

CITY reserves the right to request a copy of all policies and endorsements prescribed herein.

a. Commercial General Liability (CGL) Insurance in the amount of $5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a $25,000,000 annual aggregate.

b. Business Automobile Liability (BAL) Insurance in the amount of $25,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work. Contractor shall also be responsible for maintaining Auto Physical Damage coverage on the vehicle on an actual cash value basis for any damage caused to the vehicles that is attributable to negligence of the Contractor or that occurs while the vehicle is being operated.

c. Statutory Workers' Compensation Coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of $1,000,000 per accident / $1,000,000 per employee for disease will also be included.

General Requirements: The Contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the CITY. ***Contractor shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

City will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella, policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above is written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Contractor shall:

  (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the Contractor or any work beginning under the contract.

  (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

  (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

- Name the CITY as an additional insured for CGL and BAL.
- Contain a waiver of subrogation in favor of the CITY.
- Specify that the CGL and BAL insurance is non-contributory as respects any insurance or self-insurance programs maintained by the CITY.
- Contain a specific reference to the subject contract.

In the event the insurance should be materially changed or cancelled, the Contractor shall provide the CITY at least thirty (30) days' notice prior to the effective date of the change or cancellation.

An insurance company having less than an A-VII rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the CITY.

DocuSign Envelope ID: 64203CF8-85F4-45DF-A453-6D9BCED58FB5

RESOLUTION NO. R2020-81

RESOLUTION AMENDING MASS TRANSIT MANAGEMENT AGREEMENT WITH MV TRANSPORTATION, INC.

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to work towards a turn-key solution for mass transit operations; and,

WHEREAS, the City finds that this fifth amendment with MV Transportation, INC., provides needed changes towards this goal, as well as provides flexibility of service options.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. The City of Decatur, Illinois management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute the fifth amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MTV Transportation, Inc.

PRESENTED AND ADOPTED this 18th day of May 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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FIFTH AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT

This Fifth Amendment to the Mass Transit Management Agreement (this "Amendment") is entered into as of May 19, 2020 (the "Effective Date") by and between the City of Decatur of the State of Illinois ("City") and MV Transportation, Inc., a California corporation ("Contractor"). City and Contractor may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the "Agreement"), pursuant to which Contractor provides transportation services to the City; and

B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and agree as follows:

1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

(a) Section 7. COMPENSATION.

A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.

B. In addition to the compensation set forth on Appendix D, the CITY shall pay to Contractor an amount equal to $56,146.00. These payments are the results of an agreement with MV Transportation for a temporary supplemental pay to transit employees, during this pandemic. Funding for this additional compensation, will be paid through the CARES Act grant to Transit. The City will continue to review the current situation surrounding COVID -19 to determine if we will continue to offer supplemental pay after May 31, 2020.

(b) Appendix C.

A. As of the Effective Date, Amendment Four, Appendix C, Scope of Services, Section A(4)(a) is hereby deleted to remove any reference to Synchromatics CAD/AVL for Fixed Route.

B. Starting April 1, 2020, Contractor will provide a monthly credit to the City of $3,994.00 through the end of the existing term, December 31, 2020. This credit

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is the offset due to the elimination of the Synchromatics CAD AVL for Fixed Route scope deletion.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: _____

Name: Scot W. WRIGHTON

Title: City Manager

CONTRACTOR:

MV Transportation, Inc.

DocuSigned by:

By: Marie Meisenbach Graul
CC90F4517A6F42E...

Name: Marie Meisenbach Graul

Title: CFO

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APPENDIX C

SCOPE OF SERVICES

Effective January 1, 2020 Contractor shall manage and operate the Decatur Public Transit System, including, but not limited to the following functions and duties:

I. RESPONSIBILITIES OF CONTRACTOR

A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas and recommend changes in, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
   a. Synchromatics CAD/AVL for Fixed Route
   b. Trapeze PASS for Paratransit
   c. Transit Miner for Paratransit
   d. Drive Cam for all Service Vehicles
   e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops and internet hotspots to management personnel as appropriate

B. PERSONNEL.

1. The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the services of this Agreement. Such responsibilities include employee recruitment, screening, selection, training,(including customer service training). In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject and proposed candidates.
2. Management and Control. The City of Decatur shall establish overall management and operational policy for transit services. The City will periodically consult with the Contractor on operational issues affecting service. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations

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with respect to such employees, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

3. Drivers. All drivers shall hold, at all times, a valid commercial driver's license with all appropriate endorsements in accordance with all applicable state and federal laws and regulations. Drivers must pass an alcohol and drug screen administered in compliance with Federal Transit Administration regulations, and have safe driving records with no previous suspensions for moving violations.
4. Drug and Alcohol Testing. Contractor shall comply with and ensure all safety sensitive employees (including drivers, mechanics and dispatch personal) are subject to Contractor's standard drug and alcohol testing policies. Drivers and other Contractor employees are prohibited from reporting to work under the influence of drugs or alcohol, and/or consuming drugs or alcohol during their scheduled work shift, including break and meal periods. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
5. Training. Contractor will provide ten (10) hours of training to all existing drivers.
6. Equal Employment Opportunity/Affirmative Action Employer. Contractor shall comply 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.
7. Removal. City shall have the right to require the removal, for any reason, of any employee of Contractor from any work assignment under this Agreement.

C. SYSTEM PROCEDURES

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties.
2. Development of reporting procedures and forms to facilitate record keeping.
3. Direction and supervision of all accounting, bookkeeping, auditing, and purchasing functions for the transit system employees
4. Securing all insurance coverage required herein
5. Providing accident investigation and resolution

D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints…Complaints will need to be placed in an electronic folder, accessible to the City an include resolutions to the matter.
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects.
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer. An annual passenger miles traveled survey for both fixed route and paratran should be conducted once a year, prior to the end of the state fiscal year ending June 30th.

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E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of $1 per vehicle per month
2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed
8.

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide "Special Project" assistance. "Special Projects" shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan. Just for reference: The City of Decatur can utilize these services and amend the contract to include. However, the City cannot utilize any additional grant monies applied for special projects to be released to the Contractor. According to Federal and State regulations, there will need to be a competitive bidding process to allow for fair and open competition.

II. RESPONSIBILITIES OF CITY

A. FACILITIES

1. City will provide the following operating and bus facilities:

Base Operations	*Facility Address*
Administrative and maintenance	555 East Wood Street Decatur, Illinois 62523
Bus Transfer Center & Operation and Paratransit offices	353 Williams Street Decatur, Illinois 62523
Bus storage	100 Industrial Court Decatur, Illinois 62523

The City will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With City's prior approval, Contractor may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.

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2. City will indemnify, defend and hold harmless Contractor from any environmental condition, including any condition arising from the release of hazardous material, at any of City's facilities existing prior to Contractor's occupancy of such facilities or caused by any party other than Contractor.
3. City will provide property insurance for all existing facilities.
4. City will provide workstation equipment and services, including telephone service, radios, computers and internet.

B. VEHICLES

1. City will lease all revenue and non-revenue vehicles and related equipment to Contractor for $1 per vehicle per month.
2. City will provide tools and equipment for maintenance of the revenue and non-revenue fleet.
3. City will provide all parts for revenue and non-revenue vehicles
4. City will provide parts for the facility to the extent such parts cost $500 or greater; parts for the facility costing less than $500 will be provided by Contractor
5. City will provide tires for all fixed route and paratransit vehicles
6. City will supply all fuel, lubricants and oils for revenue and non-revenue fleet

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APPENDIX D

COMPENSATION

Contractor shall be paid a fixed monthly fee and per-revenue hour rate for variable costs. Revenue hour is defined as "gate to gate." Billing will begin once the operator leaves the operations facility and ends at the time the operator returns to the yard. A revenue hour does not include the time associated with pre- and post-trip inspections, fueling and non-revenue service time.

Rates:

Monthly Fixed Fee: **$208,587**

Fixed Route Variable Rate: **$47.96/Revenue Hour** Estimated Hours: **68,577**

Paratransit Variable Rate: **$32.62/Revenue Hour** Estimated Hours: **13,360**

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OFFICE OF CITY MANAGER, TRANSIT DIVISION

May 18, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator

SUBJECT: This Fifth Amendment to the Mass Transit Management Agreement is entered into as of May 2020 by and between the City of Decatur of the State of Illinois ("City") and MV Transportation, Inc., a California corporation ("Contractor"). City and Contractor may be referred to collectively as the "Parties" and individually as a "Party."

RECOMMENDATION: Staff recommends that this item be approved.

BACKGROUND: The City of Decatur as well as other communities around the country and nation has been impacted by COVID-19 commonly known as the Coronavirus. This virus is one that has caused persons to become sick and many have died. At present, there is no cure or vaccination for this virus and have caused a health risks to the essential workers who serve the City of Decatur Public Transportation System. Although measures have been implemented to try and mitigate the risk of these workers from becoming infected, there is still a level of hazard that persist. Many transit systems around the country have begun offering these frontline workers supplemental pay, in the form of bonuses and/or hourly pay increases. It has been recommended by the (ATU) Almagated Transit Union, that transit systems who have received additional funding through the CARES Act provide these essential workers with hazard pay. This item is approved for funding by the Federal Transit Administration. This amendment will also provide a savings to the City as staff determined it is in our best interest to remove a software solution that had been proposed and included when the contract was executed.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: The cost of the supplemental pay for transit employees will be paid out of the $4.5M received under the CARES Act.

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 107614

Number:	24601	Name:	Decatur Public Transit System			Date	5/4/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	6/3/2020
Contact:	John Williams	Phone:				Invoice for:	April 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,728.34	**Fixed Route Variable Hours**	4080-000	$47.96	$274,731.01
490.40	**Paratransit Variable Hours**	4010-000	$32.62	$15,996.85
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$204,592.67	$204,592.67
658.15	***Fixed Route Variable Hours (missing March Hrs 3/28-31)***	4080-000	$47.96	$31,564.89
			SubTotal	$526,885.42
			USD TOTAL	**$ 526,885.42**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
107614	**$526,885.42**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 109462

Number:	24601	Name:	Decatur Public Transit System			Date	9/1/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	10/1/2020
Contact:	John Williams	Phone:				Invoice for:	August 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,579.47	**Fixed Route Variable Hours**	4080-000	$47.96	$267,591.31
618.40	**Paratransit Variable Hours**	4010-000	$32.62	$20,172.21
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$204,592.67	$204,592.67
			SubTotal	$492,356.18
			USD TOTAL	**$ 492,356.18**

MV Transportation, Inc.

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MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
109462	**$492,356.18**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 022020 - 1

Number:	24601	Name:	Decatur Public Transit System			Date	3/3/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	4/2/2020
Contact:	John Williams	Phone:				Invoice for:	February 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,462.65	**Fixed Route Variable Hours**	4080-000	$47.96	$261,988.83
692.90	**Paratransit Variable Hours**	4010-000	$32.62	$22,602.40
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$208,587.00	$208,587.00
			SubTotal	$493,178.23
			USD TOTAL	**$ 493,178.23**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
022020 - 1	**$493,178.23**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 012020 - 1

Number:	24601	Name:	Decatur Public Transit System			Date	2/7/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	3/8/2020
Contact:	John Williams	Phone:				Invoice for:	January 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,691.59	**Fixed Route Variable Hours**	4080-000	$47.96	$272,968.48
771.60	**Paratransit Variable Hours**	4010-000	$32.62	$25,169.59
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$208,587.00	$208,587.00
			SubTotal	$506,725.08
			USD TOTAL	**$ 506,725.08**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
012020 - 1	**$506,725.08**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 109274

Number:	24601	Name:	Decatur Public Transit System			Date	8/4/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	9/3/2020
Contact:	John Williams	Phone:				Invoice for:	July 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,799.11	**Fixed Route Variable Hours**	4080-000	$47.96	$278,125.45
621.20	**Paratransit Variable Hours**	4010-000	$32.62	$20,263.54
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$204,592.67	$204,592.67
(55.04)	***Fixed Route Variable Hours (revised June Hrs - credit for overbilling)***	4080-000	$47.96	($2,639.83)
			SubTotal	$500,341.83
			USD TOTAL	**$ 500,341.83**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
109274	**$500,341.83**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 108688

Number:	24601	Name:	Decatur Public Transit System			Date	7/3/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	8/2/2020
Contact:	John Williams	Phone:				Invoice for:	June 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,882.97	**Fixed Route Variable Hours**	4080-000	$47.96	$282,147.39
629.20	**Paratransit Variable Hours**	4010-000	$32.62	$20,524.50
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$204,592.67	$204,592.67
			SubTotal	$507,264.57
			USD TOTAL	**$ 507,264.57**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
108688	**$507,264.57**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 107050

Number:	24601	Name:	Decatur Public Transit System			Date	4/2/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	5/2/2020
Contact:	John Williams	Phone:				Invoice for:	March 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,056.32	**Fixed Route Variable Hours**	4080-000	$47.96	$242,501.08
649.10	**Paratransit Variable Hours**	4010-000	$32.62	$21,173.64
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$208,587.00	$208,587.00
			SubTotal	$472,261.72
			USD TOTAL	**$ 472,261.72**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number	Customer Name
24601	**Decatur Public Transit System**
Invoice Number	Invoice Amount
107050	**$472,261.72**

MV Public Transportation, Inc.
Department 33560
P.O. Box 39000
San Francisco, CA 94139-3560
707-863-8980, fax 707-863-8943

Invoice No. 108146

Number:	24601	Name:	Decatur Public Transit System			Date	6/2/2020
Address:	555 East Wood Street					Terms	30 Days
City:	Decatur	State:	IL	ZIP:	62523	Due Date	7/2/2020
Contact:	John Williams	Phone:				Invoice for:	May 2020

Qty	Description	Account Code	Unit Price	TOTAL
5,482.17	**Fixed Route Variable Hours**	4080-000	$47.96	$262,924.87
498.20	**Paratransit Variable Hours**	4010-000	$32.62	$16,251.28
0.00	**Supplemental Service Hours**	4010-000	$32.62	$0.00
1.00	**Monthly Fixed Fee**	4080-000	$204,592.67	$204,592.67
			SubTotal	$483,768.82
			USD TOTAL	**$ 483,768.82**

MV Transportation, Inc.

Have a Safe Day!

Please assist us in applying your payment correctly by returning this remittance slip with your payment to:

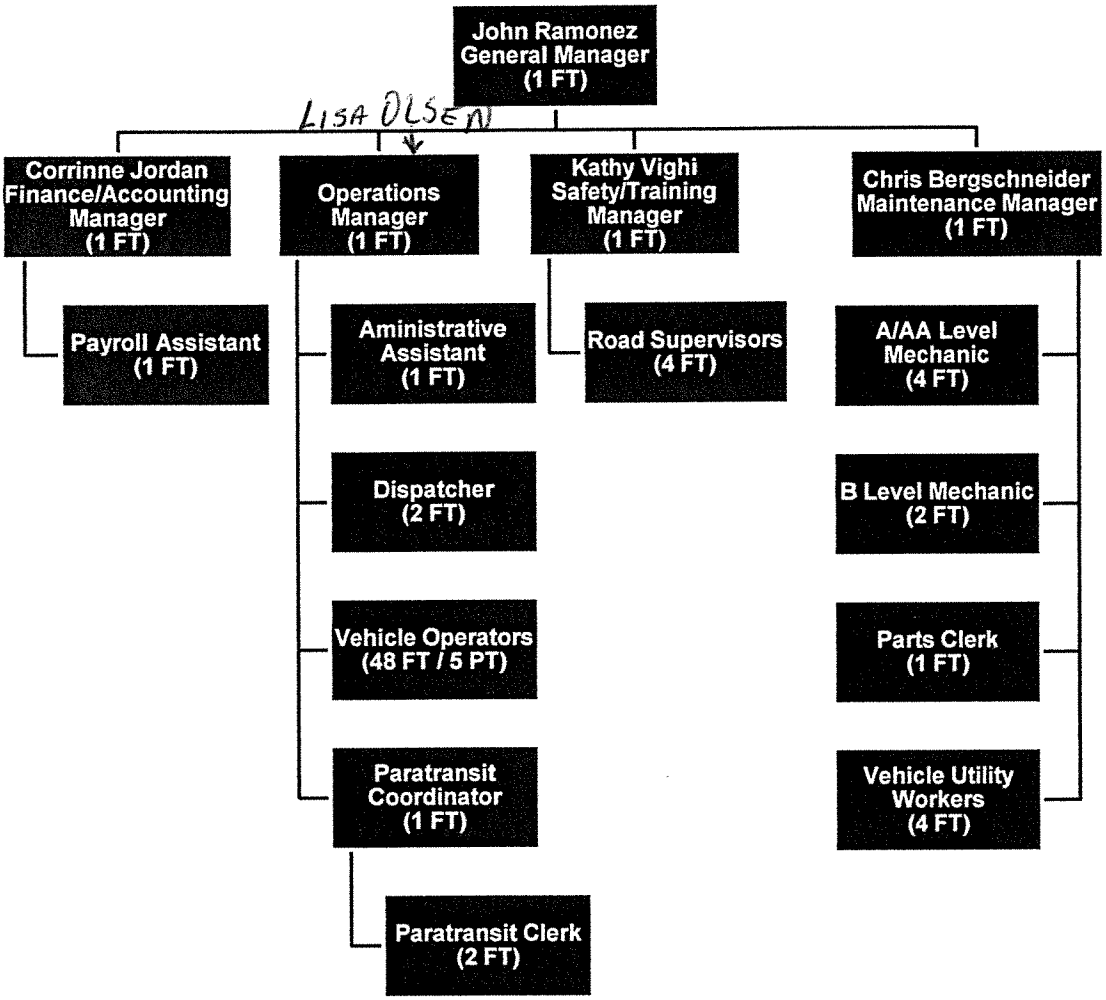
MV Public Transportation, Inc
Department 33560, P.O. Box 39000
San Francisco, CA 94139

Division	Check	Check Amount

MV USE ONLY

Customer Number **24601**	Customer Name **Decatur Public Transit System**
Invoice Number **108146**	Invoice Amount **$483,768.82**

b. Staffing Support Team



The following organizational chart depicts an overview of the operations staffing support and the number(s) allocated for each position. MV has provided job descriptions for each position as well.

Staffing Count

Position	Number Proposed and Status
General Manager	1 FT
Safety and Training Manager	1 FT
Operations Manager	1FT
Finance/Accounting Manager	1 FT
Maintenance Manager	1 FT
Payroll Assistant	1 FT
Administrative Assistant	1 FT

City of Decatur, Decatur Public Transit System, RFP # DPTS 2020-01, Management Services, Insurance Requirement

The City has adjusted the Insurance requirements and replace the Insurance section found in the Scope Work under Contractor Responsibilities as follows:

25) Insurance: CONTRACTOR, at its own expense, shall maintain required and appropriate insurance coverage at all times during the terms of this agreement, as detailed in the Insurance and Indemnification sections of the RFP, including documentation of coverage to City, and shall provide the City with certificates certifying that CONTRACTOR has liability, comprehensive, and collision insurance for each vehicle as required by the City. Such insurance shall name CITY as an additional insured. CONTRACTOR shall provide documentation prior to commencement of the work under this agreement and of any changes to insurance coverage including changes resulting from additions or removals of vehicles to the City's transit fleet.

Such insurance shall protect the CONTRACTOR from claims which may arise out of or result from the CONTRACTOR's operations under this Agreement and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the CITY: Approval of the insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder. It is to be understood that CIT does not in any way represent that the insurance of the limits of insurance specified herein are sufficient or adequate to protect the CONTRACTOR's interests or liabilities.

CITY reserves the right to request a copy of all policies and endorsements prescribed herein.

a. **Commercial General Liability (CGL) Insurance** in the amount of $5,000,000 combined single limit each occurrence for bodily injury and/or property damage.

b. **Business Automobile Liability (BAL) Insurance** in the amount of ~~$25,000,000~~ $10,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work. CONTRACTOR shall also be responsible for maintaining Auto Physical Damage coverage on the vehicle on an actual cash basis for any damage caused to the vehicles that is attributable to negligence of the CONTRACTOR or that occurs while the vehicle is being operated.

c. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this agreement and under the control of the CONTRACTOR. Employers' Liability coverage in the amount of $1,000,000 per accident/$1,000,000 per employee for disease will also be included.

General Requirements: The CONTRACTOR shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the CITY. ***CONTRACTOR shall furnish evidence of such insurance in the form of a certificate (Accord or similar form***).

CITY will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above it written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, CONTRACTOR shall:
    a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the CONTRACTOR or any work beginning under the agreement.
    b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
    c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- Name the CITY as an additional insured for CGL and BAL.
- Contain a waiver of subrogation in favor of the CITY.
- Specify that the CGL and BAL insurance is non-contributory as respects any insurance or self-insurance programs maintained by the CITY.
- Contain a specific reference to the subject contract.

In the event the insurance should be materially changed or cancelled, the CONTRACTOR shall provide the CITY at least thirty (30) days' notice prior to the effective date of the change or cancellation.

An insurance company having less than an A-VII rating by the A.M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the CITY.

Provider Productivity Report

For Date : 2020-06-01 To 2020-06-30

Print Date: 07/01/2020
Print Time: 08:35:56AM

Provider	Count Passengers					Count Of Trips			Hours								Distance (Miles)							
	CLI	PCA	ESC	Others	Total	Trips	NS	Cancel	Total	Service	Live	DH	Break	Lunch	Refuel	Others	Total	Service	Live	DH	Blo.	Pass.	Trip/RH	Trip/SH
2020-06-01																								
-	42	16	0	0	58	42	4	16	30.17	26.95	24.95	3.22	0.00	2.00	0.00	0.00	286	266	266	20	0	168	1.68	1.56
2020-06-01	42	16	0	0	58	42	4	16	30.2	27.0	25.0	3.2	0.0	2.0	0.0	0.0	286	266	266	20	0	168	1.68	1.56
2020-06-02																								
	35	8	0	0	43	35	0	5	26.57	23.67	22.67	2.90	0.00	1.00	0.00	0.00	157	140	140	18	0	79	1.54	1.48
2020-06-02	35	8	0	0	43	35	0	5	26.6	23.7	22.7	2.9	0.0	1.0	0.0	0.0	157	140	140	18	0	79	1.54	1.48
2020-06-03																								
	49	19	0	0	68	49	0	16	30.70	27.58	26.08	3.12	0.00	1.50	0.00	0.00	295	274	274	21	0	180	1.88	1.78
2020-06-03	49	19	0	0	68	49	0	16	30.7	27.6	26.1	3.1	0.0	1.5	0.0	0.0	295	274	274	21	0	180	1.88	1.78
2020-06-04																								
	34	12	0	0	46	34	0	9	24.80	22.62	21.12	2.18	0.00	1.50	0.00	0.00	135	120	120	15	0	81	1.61	1.50
2020-06-04	34	12	0	0	46	34	0	9	24.8	22.6	21.1	2.2	0.0	1.5	0.0	0.0	135	120	120	15	0	81	1.61	1.50
2020-06-05																								
	46	12	0	0	58	46	0	14	31.70	27.65	26.15	4.05	0.00	1.50	0.00	0.00	265	236	236	29	0	138	1.76	1.66
2020-06-05	46	12	0	0	58	46	0	14	31.7	27.7	26.2	4.1	0.0	1.5	0.0	0.0	265	236	236	29	0	138	1.76	1.66
2020-06-06																								
	31	5	0	0	36	31	0	4	19.90	18.27	16.77	1.63	0.00	1.50	0.00	0.00	151	138	138	13	0	70	1.85	1.70
2020-06-06	31	5	0	0	36	31	0	4	19.9	18.3	16.8	1.6	0.0	1.5	0.0	0.0	151	138	138	13	0	70	1.85	1.70
2020-06-08																								
	39	1	0	0	40	39	0	13	30.45	26.98	25.48	3.47	0.00	1.50	0.00	0.00	253	220	220	33	0	126	1.53	1.45
2020-06-08	39	1	0	0	40	39	0	13	30.4	27.0	25.5	3.5	0.0	1.5	0.0	0.0	253	220	220	33	0	126	1.53	1.45
2020-06-09																								
	47	1	0	0	48	47	0	5	28.63	26.67	26.17	1.97	0.00	0.50	0.00	0.00	237	215	215	23	0	130	1.80	1.76
2020-06-09	47	1	0	0	48	47	0	5	28.6	26.7	26.2	2.0	0.0	0.5	0.0	0.0	237	215	215	23	0	130	1.80	1.76
2020-06-10																								
	37	0	0	0	37	37	1	21	29.02	25.38	23.38	3.63	0.00	2.00	0.00	0.00	233	206	206	28	0	110	1.58	1.46

* Bad Data in Odomete

Provider Productivity Report

For Date : 2020-06-01 To 2020-06-30

Print Date: 07/01/2020
Print Time: 08:35:56AM

Provider	Count Passengers					Count Of Trips			Hours								Distance (Miles)							
	CLI	PCA	ESC	Others	Total	Trips	NS	Cancel	Total	Service	Live	DH	Break	Lunch	Refuel	Others	Total	Service	Live	DH	Blo.	Pass.	Trip/RH	Trip/SH
2020-06-10	37	0	0	0	37	37	1	21	29.0	25.4	23.4	3.6	0.0	2.0	0.0	0.0	233	206	206	28	0	110	1.58	1.46
2020-06-11																								
	35	12	0	0	47	35	1	10	23.85	20.35	19.85	3.50	0.00	0.50	0.00	0.00	155	118	118	37	0	81	1.76	1.72
2020-06-11	35	12	0	0	47	35	1	10	23.8	20.3	19.8	3.5	0.0	0.5	0.0	0.0	155	118	118	37	0	81	1.76	1.72
2020-06-12																								
	43	10	0	0	53	43	0	16	28.55	26.75	24.75	1.80	0.00	2.00	0.00	0.00	223	205	205	18	0	137	1.74	1.61
2020-06-12	43	10	0	0	53	43	0	16	28.6	26.7	24.7	1.8	0.0	2.0	0.0	0.0	223	205	205	18	0	137	1.74	1.61
2020-06-13																								
	24	1	0	0	25	24	0	5	17.08	15.18	15.18	1.90	0.00	0.00	0.00	0.00	109	89	89	20	0	47	1.58	1.58
2020-06-13	24	1	0	0	25	24	0	5	17.1	15.2	15.2	1.9	0.0	0.0	0.0	0.0	109	89	89	20	0	47	1.58	1.58
2020-06-15																								
	38	12	0	0	50	38	2	17	31.68	29.00	26.50	2.68	0.00	2.50	0.00	0.00	240	212	212	28	0	135	1.43	1.31
2020-06-15	38	12	0	0	50	38	2	17	31.7	29.0	26.5	2.7	0.0	2.5	0.0	0.0	240	212	212	28	0	135	1.43	1.31
2020-06-16																								
	43	8	0	0	51	43	0	4	26.10	23.98	23.98	2.12	0.00	0.00	0.00	0.00	256	233	233	23	0	120	1.79	1.79
2020-06-16	43	8	0	0	51	43	0	4	26.1	24.0	24.0	2.1	0.0	0.0	0.0	0.0	256	233	233	23	0	120	1.79	1.79
2020-06-17																								
	42	9	0	0	51	42	0	17	30.60	27.88	25.88	2.72	0.00	2.00	0.00	0.00	245	222	222	23	0	155	1.62	1.51
2020-06-17	42	9	0	0	51	42	0	17	30.6	27.9	25.9	2.7	0.0	2.0	0.0	0.0	245	222	222	23	0	155	1.62	1.51
2020-06-18																								
	47	9	0	0	56	47	2	9	26.55	23.63	23.13	2.92	0.00	0.50	0.00	0.00	232	201	201	31	0	117	2.03	1.99
2020-06-18	47	9	0	0	56	47	2	9	26.5	23.6	23.1	2.9	0.0	0.5	0.0	0.0	232	201	201	31	0	117	2.03	1.99
2020-06-19																								
	47	4	0	0	51	47	0	16	32.98	28.62	26.62	4.37	0.00	2.00	0.00	0.00	296	265	265	31	0	158	1.77	1.64
2020-06-19	47	4	0	0	51	47	0	16	33.0	28.6	26.6	4.4	0.0	2.0	0.0	0.0	296	265	265	31	0	158	1.77	1.64

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Provider Productivity Report

For Date : 2020-06-01 To 2020-06-30

Print Date: 07/01/2020
Print Time: 08:35:56AM

Provider	Count Passengers					Count Of Trips			Hours								Distance (Miles)							
	CLI	PCA	ESC	Others	Total	Trips	NS	Cancel	Total	Service	Live	DH	Break	Lunch	Refuel	Others	Total	Service	Live	DH	Blo.	Pass.	Trip/RH	Trip/SH
2020-06-20																								
	32	0	0	0	32	32	2	3	23.73	21.20	19.70	2.53	0.00	1.50	0.00	0.00	188	169	169	19	0	81	1.62	1.51
2020-06-20	32	0	0	0	32	32	2	3	23.7	21.2	19.7	2.5	0.0	1.5	0.0	0.0	188	169	169	19	0	81	1.62	1.51
2020-06-22																								
	36	13	0	0	49	36	0	13	33.17	28.14	25.64	5.03	0.00	2.50	0.00	0.00	226	187	187	39	0	151	1.40	1.28
2020-06-22	36	13	0	0	49	36	0	13	33.2	28.1	25.6	5.0	0.0	2.5	0.0	0.0	226	187	187	39	0	151	1.40	1.28
2020-06-23																								
	42	4	0	0	46	42	0	8	31.68	29.08	27.00	2.60	0.00	2.08	0.00	0.00	237	209	209	29	0	115	1.56	1.44
2020-06-23	42	4	0	0	46	42	0	8	31.7	29.1	27.0	2.6	0.0	2.1	0.0	0.0	237	209	209	29	0	115	1.56	1.44
2020-06-24																								
	35	6	0	0	41	35	2	14	30.30	28.35	26.35	1.95	0.00	2.00	0.00	0.00	228	204	204	24	0	137	1.33	1.23
2020-06-24	35	6	0	0	41	35	2	14	30.3	28.3	26.3	2.0	0.0	2.0	0.0	0.0	228	204	204	24	0	137	1.33	1.23
2020-06-25																								
	61	7	0	0	68	61	2	8	44.22	41.82	39.32	2.40	0.00	2.50	0.00	0.00	298	269	269	29	0	201	1.55	1.46
2020-06-25	61	7	0	0	68	61	2	8	44.2	41.8	39.3	2.4	0.0	2.5	0.0	0.0	298	269	269	29	0	201	1.55	1.46
2020-06-26																								
	43	8	0	0	51	43	2	12	32.22	29.13	27.13	3.08	0.00	2.00	0.00	0.00	207	181	181	26	0	119	1.58	1.48
2020-06-26	43	8	0	0	51	43	2	12	32.2	29.1	27.1	3.1	0.0	2.0	0.0	0.0	207	181	181	26	0	119	1.58	1.48
2020-06-27																								
	27	5	0	0	32	27	1	2	22.45	20.82	19.32	1.63	0.00	1.50	0.00	0.00	124	113	113	10	0	51	1.40	1.30
2020-06-27	27	5	0	0	32	27	1	2	22.5	20.8	19.3	1.6	0.0	1.5	0.0	0.0	124	113	113	10	0	51	1.40	1.30
2020-06-29																								
	38	12	0	0	50	38	2	11	26.02	22.53	21.53	3.48	0.00	1.00	0.00	0.00	217	187	187	30	0	142	1.76	1.69
2020-06-29	38	12	0	0	50	38	2	11	26.0	22.5	21.5	3.5	0.0	1.0	0.0	0.0	217	187	187	30	0	142	1.76	1.69
2020-06-30																								
	40	12	0	0	52	40	2	5	29.37	26.60	24.60	2.77	0.00	2.00	0.00	0.00	223	191	191	31	0	119	1.63	1.50

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Provider Productivity Report

For Date : 2020-06-01 To 2020-06-30

Print Date: 07/01/2020
Print Time: 08:35:56AM

Provider	Count Passengers					Count Of Trips			Hours								Distance (Miles)							
	CLI	PCA	ESC	Others	Total	Trips	NS	Cancel	Total	Service	Live	DH	Break	Lunch	Refuel	Others	Total	Service	Live	DH	Blo.	Pass.	Trip/RH	Trip/SH
2020-06-30	40	12	0	0	52	40	2	5	29.4	26.6	24.6	2.8	0.0	2.0	0.0	0.0	223	191	191	31	0	119	1.63	1.50

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Provider Productivity Report

For Date : 2020-06-01 To 2020-06-30

Print Date: 07/01/2020
Print Time: 08:35:56AM

Provider	Count Passengers					Count Of Trips			Hours								Distance (Miles)							
	CLI	PCA	ESC	Others	Total	Trips	NS	Cancel	Total	Service	Live	DH	Break	Lunch	Refuel	Others	Total	Service	Live	DH	Blo.	Pass.	Trip/RH	Trip/SH
Grand Totals :	1033	206	0	0	1239	1033	23	273	742.5	668.8	629.2	73.6	0.0	39.6	0.0	0.0	5718	5069	5069	649	0	3149	1.64	1.54
Average:	40	8	0	0	48	40	1	11	28.56	25.72	24.20	2.83	0.00	1.52	0.00	0.00	219.9	195.0	195.0	25.0	0.0	47.7		

Passenger Information

Clients	83.37	%
Companions	0.00	%
Attendants	16.63	%
Others	0.00	%
Pass. Per Trip	1.17	
Average Length	30.47	Minutes
Average Distance	4.09	Miles
Transferred Passengers	0	

Requested Trip Information

Total Requested	1353	*No Shows*	22
Unscheduled	10	*Cancel at Door*	1
Unscheduled	0.74%	*All No Shows*	1.70 %
Cancel Adv.	121		
Late Cancels	8	*No Shows Other*	0
Same Day	50	*Cancel Other*	0
Site Closure	16	*Missed*	14
User Error	78	*Missed/T*	0
All Cancels	20.18%	*Missed*	1.03 %
		Transferred Trips	0

Hours Allocation

Total	742.48	Hours
Service	90.08	%
Live	84.75	%
Deadhead	9.92	%
Brk, Lnch, or Out	5.33	%

Miles Allocation

Total	5718.2	Miles
Service	88.65	%
Live	88.65	%
Deadhead	11.35	%
Brk, Lnch, or Out	0.00	%

Ride Date:	2020-06-01 -- 2020-06-30	Exclude Lunches - Service:	N	Service -Exclude Depot to 1st Pick:	Y
Route:	1 - SUNDAY	Exclude Breaks - Service:	N	Service - Exclude Last Drop to Depot:	Y
Sort Time:	ActualArriveTime	Exclude Auto Breaks :	N		
Calulate Miles/Distance:	Calculate Mile	Exclude User Defined Breaks :	N	Exclude Driver Relief :	N
		ExcludeOutofService-Service:	N	Exclude Driver Assist :	N
		Exclude Refuel - Service:	N	Exclude Driver Return :	N

* Bad Data in Odomete