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To: MAT Coordinating Board Members

From: Fargo-Moorhead Metropolitan Council of Governments (Metro COG)

Metro Area Transit (MATBUS)

Date: October 5, 2018

RE: MAT Coordinating Board Agenda and Correspondence

75th Meeting of the Metro Area Transit Coordinating Board October 10, 2018 – 8:00 a.m.

Fargo City Commission Chambers – 200 3rd Street North, Fargo ND (Regular Room Location)

Meeting Agenda

- 1. Call to Order and Introductions
- 2. Action Items:
 - a. July 18, 2018 Meeting Minutes (Attachment 1)
 - b. Mobile Ticketing and Fare Changes Matthew Peterson (Attachment 2)
 - c. Increase Agency Rate for Paratransit Julie Bommelman (Attachment 3)
 - d. Update on First Transit Contract Julie Bommelman & Lori Van Beek (Attachment 4)
- 3. Informational Items
 - a. Update on MATBUS Transit Authority Study Michael Maddox (Attachment 5)
 - b. Potential Location of Jefferson Lines at the GTC Matthew Peterson (Attachment 6)
 - c. Fare and Service Change Policy Update Lori Van Beek (Attachment 7)
 - d. Operations Reports and Ridership Matthew Peterson & Lori Van Beek (Attachment 8)
 - e. Paratransit and Mobility Management Update Shaun Crowell (Attachment 9)
 - f. Marketing Activities Update / Advertising Trade with WDAY Sage Thornbrugh & Taaren Haak (Attachment 10)
- 4. Other Business

Questions, comments or concerns prior to the meeting can be directed to Michael Maddox (701.532.5104; maddox@fmmetrocog.org).

People with disabilities who plan to attend this meeting and need special arrangements should contact Michael Maddox at Metro COG (701.532.5104), at least two days before the meeting to make arrangements.

74th Meeting of the Metro Area Transit Coordinating Board July 18, 2018 Fargo Commission Chambers

Members Present:

Jim Aasness, Dilworth City Council
Melissa Fabian, Moorhead City Council
Steve Fox, MSUM
Cindy Girdner, Metro Senior Ride (alternate for Paul Grindeland/Brian Arett)
Brit Stevens, NDSU
John Strand, Fargo City Commission
Teresa Stolfus, M|State
Sara Watson Curry, Moorhead City Council
Larry Weil, City of West Fargo (alternate for Mark Simmons)

Members Absent:

Tony Grindberg, Fargo City Commission Kevin Hanson, Chair Samantha Westrate, Concordia College

Others Present:

Adam Altenburg, FM Metro COG Lori Van Beek, City of Moorhead Julie Bommelman, City of Fargo Shaun Crowell, City of Fargo Taaren Haak, City of Moorhead Matthew Peterson, City of Fargo Jordan Smith, MATBUS Sage Thornbrugh, City of Fargo

1. Call to Order and Introductions

Mr. Altenburg called the meeting to order and introductions were made. Mr. Altenburg stated that Chair Hanson was absent, and that a temporary chair would need to be selected. Ms. Watson Curry suggested that Mr. Altenburg serve as acting chair for the meeting.

Ms. Fabian arrived at 8:02 AM.

Mr. Altenburg welcomed John Strand, new MAT Coordinating Board Member for the City of Fargo; Cindy Girdner, Metro Senior Ride Operations Supervisor; and Cindy Gray, new Executive Director with the Fargo-Moorhead Metropolitan Council of Governments Executive Director.

2. Action Items

a. Review and Action on Minutes from May 16, 2018

A motion to approve the minutes was made by Mr. Aasness and seconded by Ms. Watson Curry. The motion was voted on and unanimously approved.

Mr. Weil arrived at 8:07 AM.

b. Draft Moorhead 2019 Budget Presentation

Ms. Van Beek presented the draft Moorhead 2019 budget to the board. She presented a review of the Moorhead New Service Expansion Analysis and an update on Metro Senior Ride Cost Sharing Analysis. She also provided information on grant applications and contracts with MnDOT for FY 2019, which includes special transportation services for persons with disabilities and senior citizens, as well as funding for regular public transportation services.

A motion to recommend advancing MnDOT grant applications to the Moorhead City Council for FY 2019 was made by Mr. Weil and seconded by Mr. Aasness. The motion was voted on and unanimously approved.

c. Moorhead 2019 Federal 5307 Grant Application

Ms. Van Beek presented information on the Section 5307 federal grant application for FY 2019. She stated that the 2017 grant apportionment included \$830,983 for capital projects and operations assistance. She indicated that the total program and project totals for 2019 would be \$1,217,300, with 80% federal funding for capital projects and up to 50% maximum federal funding for operating assistance. She stated that a public hearing on the grant application would be held on August 13 at 5:45 PM in the Moorhead City Council Chambers.

A motion to recommend approval of the Moorhead Section 5307 grant application for FY 2019 was made by Mr. Strand and seconded by Ms. Stolfus. The motion was voted on and unanimously approved.

d. Designated Bus Stops and Proposed Stop Policy

Mr. Peterson presented information on a proposed designated bus stop policy for MATBUS. He summarized the policy as changing from the current flag-down policy to busses only being allowed to stop at designated bus stops along routes. He indicated that the policy would improve on-time performance, heighten visibility of transit routes, improve visibility and clarification of bus stop locations, and reduce missed passengers. He stated that two public informational meetings on the proposed policy would be held on August 2 at 9:00 AM and 4:00 PM at the GTC.

A motion to approve the designated bus stop policy was made by Ms. Fabian and seconded by Mr. Weil. The motion was voted on and unanimously approved.

e. FY19 Grant Update and Opportunity

Ms. Bommelman presented information on Section 5339 and Section 5310 capital grant projects for FY 2019. She indicated that the total award for Section 5339 was \$120,000 for discretionary capital bus and bus facilities, including a wireless mobile lift for the MTG; and the total award for Section 5310 was \$91,492 for discretionary capital funds, including Fargo's share of the Mobility Manager position for MATBUS as well as the rehabilitation and renovation of passenger shelters.

A motion to recommend advancing Section 5339 and Section 5310 grant agreements to the Fargo City Commission was made by Ms. Watson Curry and seconded by Mr. Aasness. The motion was voted on and unanimously approved.

3. Informational Items

a. Update on Driver Service Provider (First Transit) Contract Option

Ms. Bommelman and Ms. Van Beek provided a brief update on the option with the First Transit Driver Service Provider Contract. They stated that the contract may be extended for one more year with conditions or, depending on city budgets, add positions as internal employment opportunities with the City of Fargo.

b. Operations Reports/Ridership

Mr. Peterson and Ms. Van Beek presented the operations and ridership reports for May and June. Mr. Peterson stated that ridership is trending upwards, with minor changes to some routes and pass type. He explained that there had been an increase in security incidents in recent months, especially at the GTC. He also indicated there had been a significant increase in website use as well as the mobile application.

Mr. Aasness left at 8:40 AM.

c. Transit Authority Implementation Study

Mr. Altenburg presented information on the Transit Authority Implementation Study between MATBUS and Metro COG. He briefly discussed how the study would address funding and the operations of a single transit authority in the Fargo-Moorhead metropolitan area. Ms. Bommelman added that the study could address efficiency of operations across city and state lines. Ms. Van Beek further added that the study would address best approaches for the organizational structure of a transit authority.

Ms. Stolfus left at 9:02 AM.

d. Paratransit/Mobility Update

Mr. Crowell presented the paratransit and mobility update from March to June.

e. Updated Bus Schedules and Maps Effective 8/1/18

Mr. Thornbrugh presented updated MATBUS schedules and maps.

4. Other Business

a. September 2018 MAT Coordinating Board Reschedule

Mr. Altenburg indicated that, because of several scheduling conflicts, the September MAT Coordinating Board meeting would need to be rescheduled for early October. He stated that he would follow-up with the board on a preferred date, either October 3 or October 10.

Mr. Altenburg adjourned the meeting at 9:11 AM.



MATBUS

650 23rd Street North Fargo, ND 58102-4100 Phone: 701.241.8140

Fax: 701.241.8558 Online: matbus.com

go green ride with us!

October 10, 2018

MATBoard 200 N 3rd Street Fargo, ND 58102

Dear MATBoard:

The City of Fargo Transit Department (MATBUS) been looking into mobile ticketing for some time now. We received two proposals for this service. The second proposal came after submitting information to the Finance Committee in September.

Proposals:

- 1. Genfare 8% of sales
 - a. Genfare is our current farebox system used to accept rides via cash, magstripe and smartcards.
- 2. Token Transit 10% of sales
 - a. This option would not remove our Genfare system, but would work in conjunction with it.

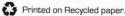
Currently, both options would be visual verification only. This means the passenger would show the driver their mobile ticket and the driver would be required to manually tally the ride on the farebox. As we upgrade our fareboxes/technology both option would be able to scan for validation purposes on the vehicles, however, this is not part of the current proposal and would incur additional capital costs.

41.26% of our sales are from people using credit cards. We are paying a processing fee for these transactions. With Genfare's mobile ticketing solution the fee for processing is higher, however the need for this service increases every year with our ridership. Passenger are only able to purchase tickets at our Ground Transportation Center (GTC) now. Our estimated transactions for the past twelve months are 14,245. Most of which are purchased in the beginning of the month. This process takes valuable time away from our dispatch staff to monitor our service and assist other passengers with questions.

Based on an estimated 12 months of sales, if every passenger who purchased a pass used the mobile ticketing option, our additional cost would be approximately around \$12,714. We have not proposed a fare increase in several years. MATBUS staff would recommend increasing our current pass fares to cover the cost of this service.

Recommended motion is to approve staff to propose new fare prices to cover the cost of mobile ticketing. Final approval will be brought to Fargo City Commission through the public hearing process, with the new fare prices and estimated costs for mobile ticketing.

For Schedule Information: 701.232.7500



Sincerely,

Matthew Peterson

Matthew G. Peterson Assistant Transit Director City of Fargo

Attachment A

Attachment A

Item Name	Category	Items Sold	Ajusted Items Sold	Current Item Cost	Current Total Cost	Proposed Item Cost	Proposed Total Cost	Difference
SEM	Uncategorized	7	8.19	\$45.00	\$368.55	\$47.25	\$386.98	\$18.43
Card Fee	Card Fee	204	238.68	\$5.00	\$1,193.40	\$0.00	\$0.00	-\$1,193.40
Adult - 30 Day SmartCard	SmartCard	1952	2283.84	\$40.00	\$91,353.60	\$42.00	\$95,921.28	\$4,567.68
Adult 30 Day SmartCard	SmartCard	21	24.57	\$40.00	\$982.80	\$42.00	\$1,031.94	\$49.14
Disabled - 30 Day SmartCard	SmartCard	2519	2947.23	\$26.00	\$76,627.98	\$27.30	\$80,459.38	\$3,831.40
Discount 30 Day SmartCard	SmartCard	55	64.35	\$26.00	\$1,673.10	\$27.30	\$1,756.76	\$83.66
Discount 30 Day Ticket	SmartCard	3	3.51	\$26.00	\$91.26	\$27.30	\$95.82	\$4.56
Elderly - 30 Day SmartCard	SmartCard	896	1048.32	\$26.00	\$27,256.32	\$27.30	\$28,619.14	\$1,362.82
Youth - 90 Day SmartCard	SmartCard	228	266.76	\$26.00	\$6,935.76	\$27.30	\$7,282.55	\$346.79
Youth Pass	SmartCard	6	7.02	\$26.00	\$182.52	\$27.30	\$191.65	\$9.13
1 Day Pass	Ticket	641	749.97	\$5.00	\$3,749.85	\$5.25	\$3,937.34	\$187.49
14 Day Pass	Ticket	832	973.44	\$21.00	\$20,442.24	\$22.05	\$21,464.35	\$1,022.11
Adult - 10 Ride Ticket	Ticket	503	588.51	\$15.00	\$8,827.65	\$15.75	\$9,269.03	\$441.38
Adult - 30 Day Ticket	Ticket	1317	1540.89	\$40.00	\$61,635.60	\$42.00	\$64,717.38	\$3,081.78
Adult 10 Ride Ticket	Ticket	4	4.68	\$15.00	\$70.20	\$15.75	\$73.71	\$3.51
Adult 14 Day Pass	Ticket	9	10.53	\$21.00	\$221.13	\$22.05	\$232.19	\$11.06
Adult 30 Day Ticket	Ticket	12	14.04	\$40.00	\$561.60	\$42.00	\$589.68	\$28.08
Disabled - 10 Ride Ticket	Ticket	720	842.4	\$7.50	\$6,318.00	\$7.88	\$6,633.90	\$315.90
Disabled - 30 Day Ticket	Ticket	307	359.19	\$26.00	\$9,338.94	\$27.30	\$9,805.89	\$466.95
Discount 10 Ride	Ticket	59	69.03	\$7.50	\$517.73	\$7.88	\$543.61	\$25.89
Elderly - 10 Ride Ticket	Ticket	191	223.47	\$7.50	\$1,676.03	\$7.88	\$1,759.83	\$83.80
Elderly - 30 Day Ticket	Ticket	131	153.27	\$26.00	\$3,985.02	\$27.30	\$4,184.27	\$199.25
SRT(A)	Ticket	986	1153.62	\$30.00	\$34,608.60	\$31.50	\$36,339.03	\$1,730.43
SRT(D)	Ticket	233	272.61	\$15.00	\$4,089.15	\$15.75	\$4,293.61	\$204.46
SRT(E)	Ticket	5	5.85	\$15.00	\$87.75	\$15.75	\$92.14	\$4.39
SRT(Y)	Ticket	262	306.54	\$15.00	\$4,598.10	\$15.75	\$4,828.01	\$229.91
Youth - 10 Day Ticket	Ticket	73	85.41	\$7.50	\$640.58	\$7.88	\$672.60	\$32.03
Sales Total	s		14,245.92		\$368,033.45		\$385,182.05	\$17,148.60

Payment Method	% of Sales	Amount of Proposed	8% Fee
Card	41.26%	\$158,934.12	\$12,714.73
Cash	40.03%	\$154,199.34	
Gift Card	0.00%	\$0.00	ert region in project in construction (ii), i.e. (i)
Vouchers	18.71%	\$72,048.59	

Net Change \$4,433.87

GENFARE %

Sold-To-Party

City of Moorhead

Ship-To-Party

City of Moorhead

PO Box 779 Moorhead MN 56561

Moorhead MN 56561

PO Box 779

Genfare A Division of SPX Corporation 800 Arthur Ave

Elk Grove Village, IL 60007

Ph: (847) 593-8855 Fax:(847) 758-4998

Sales Quotation

Page 1 of 3

Information

Sales Quote No. 5020186 **Document Date** 09/03/2018 Customer No. 2403 Currency USD

Contact Name Jackie Engel Phone 218-299-5319 **FAX** 218-299-5306

EMAIL ivanbeek@matbus.com

Validity Start Date 09/03/2018 Validity End Date 12/31/2018 Req Ship Date 09/04/2018

End User

City of Moorhead PO Box 779

Moorhead MN 56561

Genfare to receive 8% of all mobile ticketing transactions. Customer to pay clearing house fees. Initial contract to be 12 months.

Item	Material	Quantity	Price	Amount
10	ITEM	1 EA	0.00	
	Mobile Ticketing	8% transaction Fee		
	Gross Valu	e:		0.00
	Total Tax:			
	Final Amou	ınt:		

A Make Signature: Date: 09/03/2018

Sales Representative:

Mark Mahon

Email: mark.mahon@spx.com Phone: 847-871-1415

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

TERMS AND CONDITIONS OF SALE

- 1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.
- 2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.
- 3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.
- 4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.
- 5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.
- 6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

- 7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.
- 8. CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

- 9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.
- 10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.
- 11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

- 12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.
- 13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's customer's customer's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.
- 14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

- 15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.
- 16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. GENERAL TERMS

- 1.1 Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- 1.2This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.
- 1.3The "Warranty Period" shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases; provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

2. RETURN OF EQUIPMENT UNDER WARRANTY

- 2.1If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- 2.2Customer shall promptly notify Genfare of the problem and the serial number of the defective item;
- (a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;
- (b) if Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;
- (c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- (d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- 2.2 Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.
- 2.3A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.
- 2.4lt is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.
- 3. TELEPHONE TECHNICAL ASSISTANCE. During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.
- 4. UPGRADES. During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the updrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.
- 5. DEFAULT AND TERMINATION. Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer; if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.
- 6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY. This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:
- (a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- (b) improper installation, operation or maintenance by Customer or a third party;
- (c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- (d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;
- (e) inaccurate or incomplete information or data supplied or approved by Customer;
- (f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- (g) cosmetic damage;
- (h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- (i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).
- 7. LIMITATION ON DAMAGES.
- 7.1THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.
- 7.2EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.
- 7.3 EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.



Token Transit is a single mobile ticketing and pass distribution platform for public transit agencies nationwide.

Riders download the Token Transit app, buy transit passes and use their phone as fare media.

Agencies can launch Token Transit in hours, realize their pass distribution potential and analyze the wealth of ridership data.

Token Transit Features



Premier Mobile Ticketing App

- Buy a bus pass in seconds
- Fully accessible, in any language
- One app for many agencies



Pass Distribution Platform

- · Distribute passes with a click
- Passes delivered by text message
- · Partner with employers, schools



\$1.75

Confirm Choice

Buy Passes

Full Fare

Single Ride

(1)

OmniTrans

Data Analytics

- · Detailed analytics dashboard
- Track sales, activations and uses

Hide

Integrates with existing backends



Successful Nationwide

- Trusted by 54 transit agencies
- Works for agencies of all sizes
- Growing national network



Fastest Agency Onboarding

- Get started in 3 hours or less
- Clear, detailed launch checklists
- Turn-key software solution



Bluetooth Beacon Validation

- Fast phone tap boarding
- Approved for reporting NTD data
- Stop-level origin/destination data

References

- Big Blue Bus Santa Monica, CA
- RTC Washoe Reno, NV
- OmniTrans San Bernardino, CA
- StarTran Lincoln, NE
- Golden Empire Transit Bakersfield, CA

What Agencies Say

Omnitrans implemented Token Transit as a mobile digital outlet and our riders couldn't have been happier. 91% of riders using Token Transit were satisfied. Omnitrans riders also ranked Token Transit with Net Promoter Score of 70, which places Token Transit as an elite customer-focused company, not just within transit, but amongst all industries.

- Jeremiah Bryant, Service Planning Manager, Omnitrans

Token Transit, Inc.

tokentransit.com

415-918-6770

info@tokentransit.com

Memorandum

To: MAT Coordinating Board

From: Julie Bommelman, Fargo Transit Director

Shaun Crowell, Mobility Manager

Date: October 2, 2018

RE: Agency Rate Increase



As the public transportation provider within the urban Fargo and West Fargo area, the services includes fixed routes and complementary paratransit (transportation for people with disabilities). On February 1, 2008, we implemented an agency rate which applies only to medical trips provided to residents of skilled nursing facilities, and day program trips provided to residents of the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) facilities listed below:

Fargo Skilled Nursing Facilities

Bethany Homes

Crossroads Senior Living

Elim Care Center

Ecumen Evergreens of Fargo

Fargo Mapleview

201 S University Dr, Fargo
1670 E. Gateway Cir S, Fargo
3534 S University Dr, Fargo
1401 West Gateway Circle, Fargo
4552 36th Ave. S. Fargo

Fargo Mapleview

Manorcare Health Service
Rosewood on Broadway

Villa Maria

4552 36th Ave. S, Fargo
1315 S University Dr, Fargo
1351 Broadway, Fargo
3102 S University Dr, Fargo

Fargo and West Fargo ICF/MR (Intermediate Care) Facilities

Fraser 2574 2574 Arrowhead Rd, Fargo 2726 18th St S, Fargo Fraser 2726 Friendship 1635 1635 34th Ave S, Fargo 2302 18th St S, Fargo Friendship 2302 Friendship 2424 2424 18th St S, Fargo Friendship 2502 2502 33rd Ave S, Fargo Fraser 631 631 22nd St E, West Fargo 651 121/2 Ave E, West Fargo Fraser 651

The current Agency Rate is \$25.00 per trip which was approved in 2012.

Background: In 2007 MATBUS was in the process of becoming a Medicaid provider for Paratransit medical rides. It was discovered that skilled nursing facilities and ICF/MR facilities are paid a specific rate by ND Medicaid for routine services including transportation to medical appointments for individuals living in their facilities.

Because the rides are an "agency purpose" it was recommended the facilities (not the individual rider) be charged an agency rate for rides to medical appointments and day programs.

A significant number of Fargo and West Fargo Paratransit rides were to day programs (DACs) for people with developmental disabilities and to medical appointments from skilled nursing facilities. Medicaid had been approached about paying for these rides, however, as the public transportation provider, MATBUS is only eligible to be reimbursed the "customary fare" which is the \$3.00/ride rate currently charged to paratransit riders. Individuals in TCLF, MSLA, and ISLA living arrangements pay for room and board (including transportation) out of their SSI (Social Security) checks and were also paying the \$2 Paratransit rate (currently \$3) for a ride. Meetings were held with the residential and day program agencies involved to discuss the cost of transportation to the day programs.

ICF/MR is Intermediate Care Facility for the Mentally Retarded – a group residential facility licensed as a certified health care facility for individuals with developmental disabilities.

TCLF - Transitional Community Living Facility,

MSLA - Minimally Supervised Living Arrangement,

ISLA – Individualized Supported Living Arrangement.

Attachment 1, dated December 2007, provides a detailed summary of the agency rate.

<u>Current:</u> Since 2007, new/additional skilled nursing homes, TCLF/MSLA/ISLA and day program locations have come on-line. Any new qualifying facilities will be added to the list. A review of rides taken in July 2018 from the skilled nursing homes and day programs showed no medical or day program trips taken from residents of those facilities, however we do want to keep the Agency Rate up-to-date with our current operating costs.

Reports will be run each month for the prior month to review for any medical rides given that should be at the Agency Rate.

<u>Previous Action</u>: Agency rates are set to recoup the actual operating cost of paratransit ride. In December 2007, the City of Fargo Commission approved an agency rate of \$15.00 for medical trips for skilled nursing facilities and day programs. In 2012 this was increased to \$25.00.

Requested Motion: We are requesting the current agency rate of \$25.00 be increased to \$38.00 effective January 1, 2019, which reflects the projected 2019 operational costs.

ATTACHMENT 1

Paratransit Agency Rate December 2007

Medicaid

- Fargo is in the process of establishing an on-line billing system for Medicaid eligible rides. We expect to start billing Medicaid for Paratransit medical rides February 1, 2008.
- Medicaid eligible Paratransit riders must submit the appropriate form to MAT before we will bill their medical rides to Medicaid for reimbursement. Paratransit eligible riders will be sent a letter and the form the first part of Jan. 2008. Anyone with questions can call Paula Aalgaard at 476-5967.
- Individuals who are elderly and/or have a disability and are not currently eligible for Paratransit must submit an application to MAT. If individuals meet Paratransit eligibility guidelines, they can ride Paratransit. Professional verification of disability impact on mobility is required during the application process. If someone is physically or cognitively capable of riding fixed route, he or she will not be eligible for Paratransit.
- MAT will not bill Medicaid for fixed route bus rides to medical appointments for people who are eligible for Medicaid. Tracking passenger destination to/from medical appointments is not a service provided with fixed route.
- Non-emergency transportation is not a billable expense for MEDICARE. MAT will not bill Medicare or other health insurance providers for Paratransit rides.

Agency Purpose

- The ADA allows Paratransit to "charge a fare higher than otherwise permitted [twice the fixed route fare] to a social service agency or other organization for agency trips."
- We interpret this to mean if the ride serves the purpose of the agency, it is an agency trip. This is clearly illustrated by the Medicaid policy indicating the skilled nursing facilities are paid by Medicaid for routine transportation to medical appointments. If an individual or Medicaid pays the facility a monthly rate for routine services, including transportation, the individual is no longer responsible for the ride the agency is.
- Leaving the option open for individual residents to pay the \$2 fare for Paratransit rides for personal business is an ADA consideration. If we deny individuals rides, we could be testing the ADA rule regarding nondiscrimination (no entity shall discriminate against an individual with a disability in connection with the provision of transportation services). This way if an individual resident wants to go out to eat with family or go to church, he or she can pay the \$2 fare for those rides.
- During our research, we discovered we are not allowed to bill Medicaid for residents of ICF/MR facilities because transportation is included in the all-inclusive rate for routine services paid by Medicaid to the facility. Because routine transportation costs, such as medical rides and day program rides, are already paid by the resident/Medicaid in their monthly fee to the facility, we are recommending an agency rate be charged to the facility for Paratransit service.
- At this time, we cannot prove agency purpose for the following:

 Seniors living in assisted living or other senior living arrangements. They may be living independently or they may be using services offered onsite at the facility we have no way of knowing that information. We can bill Medicaid for medical rides for Medicaid eligible individuals living at those sites. If they are not eligible for Medicaid, they will pay the \$2 fare.

People with developmental disabilities living in arrangements with residential support. Support can range from 4 hours a day to 24 hours a day; it depends on the independence level of the individual. We have no way of knowing what the arrangements are. We can bill Medicaid for medical rides for these individuals, but if the individual is linked to a residential provider, the provider often brings them to their medical appointments. According to DD case management and the residential providers, these individuals pay for transportation out of their Social Security checks, whether it is to Paratransit or to the residential provider under "room and board" expenses. Many of the people living in these arrangements attend day programs, which account for a substantial number of Paratransit rides. Medicaid will not pay for day program rides.

<u>Day program rides</u>. We question whether day program rides serve an agency purpose or an individual purpose. DD case management, the residential provider, the day program provider, and the individual/guardian decide whether or not an individual attends the day program.

Agency Rate Determination

The agency rate recommended is \$15 per one-way trip. The average cost of a one-way Paratransit ride is \$16.50 (operating cost divided by the number of rides). We ask this amount to cover the cost of the ride, not to generate extra revenue.

Services for People who are Elderly

- MAT is proposing an agency rate of \$15 one-way for medical rides of skilled nursing facility residents. The rate will be billed to the facility, not the individual.
- > If a resident of a skilled nursing facility would like to use Paratransit for personal business (e.g. church, shopping, meeting family at a restaurant), he or she can pay the standard \$2 fare.
- > The agency rate will not apply to people visiting skilled nursing facilities. It is only for residents of the
- > At this time, the agency rate will not apply to assisted living, basic care facilities, or other senior housing arrangements. We can bill Medicaid for Medicaid eligible individuals living in these arrangements.
- > The skilled nursing facilities to be billed an agency rate include:

201 S. University Dr. Fargo Bethany Homes 3534 University Dr. Fargo Elim Care Center 1315 S. University Dr. Fargo Manorcare Health Service 1351 Broadway, Fargo Rosewood on Broadway 3102 S. University Dr. Fargo Villa Maria

Services for people with developmental disabilities

- MAT is proposing an agency rate of \$15 one-way for day program rides of ICF/MR facility residents. The rate will be billed to the facility, not the individual. ICF/MR facilities do not use Paratransit for medical rides. Only 2 ICF/MR facilities currently use Paratransit for resident rides to/from a day program. The reason for this may be a goal for the individuals to be more independent – but the facility is still responsible for routine transportation, making it an agency trip. The number of rides are relatively few (approx. 32 rides or \$480/mo for 2 riders), but the principle is important for defining agency purpose for future agency rates.
- The agency rate only applies to the following ICF/MR facilities. If an individual does not live at one of these facilities, the agency rate will not apply.

2574 Arrowhead Rd, Fargo Fraser 2574 2726 18th St. S, Fargo Fraser 2726 1635 34th Ave. S, Fargo Friendship 1635 2302 18th St. S, Fargo Friendship 2302 2424 18th St. S, Fargo Friendship 2424 2502 33rd Ave S, Fargo Friendship 2502 631 22nd St. E, West Fargo Fraser 631 651 12 1/2 Ave. E, West Fargo Fraser 651

Future Policy

- Many people with developmental disabilities in provider supported living arrangements attend day programs. This accounts for a substantial number of Paratransit rides (2 rides a day, 5 days a week). We estimate 1,000 rides a month go to/from day programs (\$10,500/mo for Fargo and \$5,700/mo for West Fargo). A very small percentage of these rides are from ICF/MR facilities. By setting the agency rate policy for day program rides for ICF/MR facilities, we are laying the groundwork for the agency rate for other day program rides. We met with residential and day program providers and DD case management on December 12th to explore the issue. The question is who is responsible for the day program rides – the individual, local DD case management, ND Department of Human Services, the residential provider, or the day program provider?
- For consideration: The use of Paratransit for people with DD living in provider supported living arrangements is often an indicator of independence. They want to get to the point where they can use Paratransit and fixed route independently instead of relying on the residential provider for transportation. If the residential provider is promoting the use of Paratransit for this purpose, do we charge them an agency rate? This may be the reason people are using Paratransit for day program rides instead of residential provider transportation. Should the City subsidize the day program rides if the State won't pay for them?

NOTICE OF PUBLIC HEARING

MAT PARATRANSIT SERVICE Agency Rate Effective February 1, 2008

A public hearing has been scheduled to consider implementation of an agency rate of \$15.00 per one-way trip on MAT Paratransit as shown below. If approved by both Fargo and Moorhead, the change would become effective February 1, 2008.

The agency rate would apply <u>only</u> to medical trips provided to residents of skilled nursing facilities, and day program trips provided to residents of the ICF/MR facilities listed below: Non-medical related trips would continue to be provided at the existing fare of \$2.00 per one-way trip.

Fargo Skilled Nursing Facilities

Bethany Homes 201 S University Dr, Fargo
Elim Care Center 3534 S University Dr, Fargo
Manorcare Health Service 1315 S University Dr, Fargo
Rosewood on Broadway 1351 Broadway, Fargo
Villa Maria 3102 S University Dr, Fargo

Fargo and West Fargo ICF/MR (Intermediate Care) Facilities

 Fraser 2574
 2574 Arrowhead Rd, Fargo

 Fraser 2726
 2726 18th St S, Fargo

 Friendship 1635
 1635 34th Ave S, Fargo

 Friendship 2302
 2302 18th St S, Fargo

 Friendship 2424
 2424 18th St S, Fargo

 Friendship 2502
 2502 33rd Ave S, Fargo

 Fraser 631
 631 22rd St E, West Fargo

 Fraser 651
 651 12½ Ave E, West Fargo

Moorhead Skilled Nursing Facilities

Eventide Lutheran Home 1405 7th St S, Moorhead Golden Living Center (Mhd Healthcare) 2810 2nd Ave N, Moorhead

Hearing Dates

Fargo City Commission

Monday, December 31, 2007

3:15 p.m.

Fargo City Hall, Commission Chambers
200 N 3rd Avenue, Fargo
For questions or comments call 241-8140

Moorhead City Council
Monday, January 7, 2008
7:15 p.m.
Moorhead City Hall, First Floor
500 Center Avenue, Moorhead
For questions or comments call 476-6782

Written comments may be submitted in advance of the public hearing to:

City of Fargo: Julie Bommelman, 650 23rd St N, Fargo, ND 58102, Email <u>JBommelman@matbus.com</u> City of Moorhead: Lori Van Beek, 650 23rd St N, Fargo, ND 58102, Email <u>LVanbeek@matbus.com</u>

Upon request, accommodations for individuals with disabilities, language barriers, or other needs to allow participation in meetings will be provided. To arrange assistance, call: City of Fargo: Commission Office 701-241-1310 or TDD 241-8258

City of Moorhead: Clerk's Office at 218-299-5166 (voice) or 711 (TDD/TTY).

Memorandum

To: MAT Coordinating Board

From: Julie Bommelman, Fargo Transit Director

Lori Van Beek, Moorhead Transit Manager

Date: October 2, 2018

RE: Update on First Transit Contract



Contract Period

The current three-year contract with First Transit for Transit Operating Services (driver, dispatch and management) expires on December 31, 2018. The contract has an option to extend for two one-year periods upon mutual agreement. City transit staff requested price proposals and support documentation from First Transit and have been in negotiations for calendar year 2019.

Performance Improvement

Related to the contract renewal are performance issues that we have been working with First Transit to improve. A performance improvement follow-up letter to First Transit was provided to the MAT Coordinating Board at the July 2018 meeting. The letter outlined performance issues, which First Transit continues to address and transit administrative staff continue to monitor.

The price proposal and subsequent negotiations with transit staff for CY2019 detail First Transit's approach for the extension. First Transit has already begun a strategy to and address the high employee turn-over rate -- increase job applicants, retain existing employees and improve staff training. They are posting job ads in new places, boosting and redoing their ads, increasing bonuses, and attending and sponsoring job fairs. Weekly training courses are being held and regional trainers are assisting to move drivers into revenue service.

- Sign-on bonuses will increase from \$800 to \$2,000 for non-CDL drivers and \$2,500 for fully-licensed drivers. The bonus will be payable over 24 months and will help increase driver retention.
- Advertisements will provide potential first-year earnings, rather the starting the hourly pay rate. First year earnings with all bonuses achieved is over \$37,000.
- The starting hourly wage of \$14.70 will increase to \$15.10 in 2019 under the collective bargaining agreement, which is a 2.7% increase.
- Current drivers will receive a \$500 referral bonus.
- Postings on Craigslist are now separate for Paratransit and Fixed route drivers. Renewing bi-weekly keeps the post current for job seekers. The ad is now posted in Transportation as well as Customer Service for Paratransit drivers.
- Indeed ads are boosted to show First Transit as a featured employer.

Attachment 4

- Facebook ads for drivers were created and boosted to reach additional zip codes and be more visible.
- Job ads have been placed with ND Job Service.
- Direct mail marketing in the metro area will be utilized to reach more job applicants.

Contract Extension Proposal

Per our existing contract, the rate negotiated for 2019 cannot exceed the specified Consumer Price Index (CPI). The following price proposal information was provided from First Transit for the 2019 contract extension and is less than the CPI:

- 1. Cover Letter from First Transit
- 2. Summary Price Proposal
- 3. Attachment A Organizational Chart for First Transit
- 4. Appendix 15 Proposed Wage Rate and Benefits

The overall price proposal for all Fargo-Moorhead transit services is an increase of \$63,454 or 1.38%. There is no increase is administrative staffing levels, which are currently 11 full-time equivalent employees. The drivers will receive a pay increase per their Collective Bargaining Agreement, along with applicable bonuses and longevity pay. The starting wage increase for 2019 is 2.7%.

Sufficient funds are contained in both Fargo and Moorhead's 2019 Mass Transit Budgets for the negotiated rates.

Requested Motion: Recommend to the Fargo City Commission and Moorhead City Council approval of a one-year extension of the agreements with First Transit for Mass Transit Operational Service for the period January 1 through December 31, 2019, based on the negotiated price proposal.



First Transit, Inc 3400 Spring Street NE Minneapolis, MN 55413

Tel: Fax: 612-378-7833 612-378-5525

September 19, 2018

Julie Bommelman, Director Fargo Transit

Lori Van Beek, Moorhead Transit Manager

MATBUS 650 23rd Street North, Fargo, ND 58102-4100

Dear Ms. Bommelman and Ms. Van Beek,

Thank you for the opportunity to continue our partnership with the communities of Fargo and Moorhead and other communities served by the MATBUS service. I will address you clarifications in the same order as your September 4 letter.

- 1. First Transit Management staff.
 - a. The number of location dedicated staff has not changed since our 2015 submittal. One general manager, one ops and one safety.
 - b. In 2016 we moved with the Cities approval and participation, the ops supervisor to ops manager and moved the safety manager to safety supervisor.
 - c. Since autumn 2016 the operations position overseeing GTC activity has been a salaried position and the safety supervisor has been an hourly position.
 - d. My cost proposal does move the safety position to a salaried manager from the standpoint of authority level, there is no assumed change in annual compensation, simply a shift from hourly to salary.
 - e. I have attached a current org chart to this letter showing the current structure of our MATBUS staff.

- 2. The attached org chart shows that we retain the organizational structure outlined in our agreement, Attachment A. The positions are listed below by function:
 - One General Manager
 - · One Operations Manager
 - One Safety Manager (supervisor)
 - One Administrative Clerk
 - 2.5 FTE road supervisors
 - 4.5 FTE dispatchers
 - 0.1 FTE allocation for weekend coverage
 - 78 FT and
 - 16 Part Time drivers

Also attached to this letter as Attachment B is a weekly staff schedule showing our three-week staff rotation to cover the hours and shifts required for GTC Dispatch and supervision. Our managers share on-call duties to supplement the efforts of the hourly supervisory staff.

3. New operators undergo the following training:

TRAINING ACTIVITY	FIXED ROUTE HOURS	PARATRANSIT HOURS
CLASSROOM	25	25
BTW	24	24
CADET	14	14
ADDITIONAL TRAINING	4*	8*
TOTAL TRAINING HOURS	67	71
	* (Includes transit amba	assador)

- a. New paratransit and fixed route drivers take Transit Ambassador training, Paratransit drivers have additional training with MATBUS paratransit staff and additional in service training with experienced paratransit drivers to be certain they are fully prepared for the demands of MATBUS Paratransit work.
- b. Existing staff undergo an annual cycle of 12 monthly training meetings. Topics covered include:
 - System safety and security
 - Defensive Driving
 - Right to know
 - MATBUS policies and procedures update
 - Winter driving techniques
 - Safe Service Stops
 - Passenger Interaction
 - ADA topics Passenger assistance
 - Mirror use, diminishing clearance, go-no-go decision making
 - Intersection awareness
 - Pedestrian bike awareness
 - HIPAA Awareness

Blood born pathogen

- c. Transit Ambassador training has created very positive outcomes in our driver interactions with customers. Matt is working with the Minneapolis based Transit Ambassador trainer to make a quarterly visit to Fargo to train any new staff members.
- d. As you are also aware we have implemented a continuing professional education plan for new and existing staff members. Management staff is assigned two training modules per week and hourly staff is assigned one learning module per week. GM Matt Dooley uses current events and challenges to guide training assignments so that the training is relevant to daily activities. An updated training plan is attached to this letter as Attachment C.
- e. Also, part of our training activities is our quarterly ride checks with MATBUS fixed route operators and monthly spot checks on MATBUS paratransit operators.
- 4. Because of the critical nature of the paratransit operator job in transporting MATBUS most vulnerable customers, our paratransit drivers undergo greater training and observation during their new hire training and ongoing supervision of their work. Paratransit drivers have 4 more training hours than their fixed route peers in additional cadet and para service specific training.
- I have attached two elements of our compensation and benefit package for your review. The wage tables below are from our collective bargaining agreement with Teamsters Local 120. 2019 is the final year of our three-year CBA negotiated in 2016.
 - a. The following operator wage scale is in place for CY 2019:

	Effective		
	1/1/2019		
0-1 year	\$ 15.10		
1-2 years	\$ 15.40		
2-3 years	\$ 15.86		
3-4 years	\$ 16.30		
4-5 years	\$ 16.93		
5-10 years	\$ 18.82		
10-15 years	\$ 19.09		
15-20 years	\$ 19.63		
20-25 years	\$ 20.17		
25+ years	\$ 20.71		

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.

- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.
- b. Dispatchers are paid \$0.50 over an operator with comparable longevity, Supervisors are paid \$1.00 over an employee with comparable longevity.
- c. Please see Attachment D to this letter for additional benefit information.
- As you requested I have attached a copy of our May 2018 operations action plan as Attachment E showing additional items completed and ongoing service delivery improvement efforts.

We believe the staffing levels including in our option year plan are sufficient to sustain quality service delivery. I appreciate your willingness to review our driver compensation since our drivers are the essential element to delivering excellence in service delivery.

We are proud of our long partnership with MATBUS and remain committed to deliver excellent service to the communities served now and for the future.

Please feel free to speak with me or John Mathews as you contemplate how First Transit's role evolves in delivering excellent service to MATBUS riders and the communities served.

Respectfully

Paul Buharin

Region Vice President

Cc: Chris Volkers, Moorhead City Manager
Lisa Bode, Moorhead Government Affairs Director
Bruce Grubb, Fargo City Administrator
Michael Redlinger, Fargo Assistant City Manager
John Mathews, SVP, First Transit
Beverly Edwards, COO, First Transit

4.1-COST SUMMARY / BID PRICE

	2016	2017	2018	2019	
	Year 1	Year 2	Year 3	Year 4	TOTA
RGO SUMMARY					
Fixed Route					3
Management Services	\$393,190	\$417,163	\$404,827	\$423,163	\$1,215,18
Drivers	\$1,897,678	\$2,043,079	\$2,063,587	\$2,065,988	\$6,004,34
SUBTOTAL FIXED ROUTE	\$2,290,868	\$2,460,242	\$2,468,414	\$2,489,151	\$7,219,52
Paratransit (81%)					
Management Services	\$110,544	\$110,631	\$111,104	\$117,327	\$332,27
Drivers	\$530,512	\$538,939	\$553,592	\$564,663	\$1,623,04
SUBTOTAL PARATRANSIT	\$641,056	\$649,570	\$664,696	\$681,990	\$1,955,32
GTC Dispatch (2/3)					
Management Services	\$31,113	\$31,041	\$30,631	\$32,346	\$92,78
Dispatchers	\$136,840	\$140,564	\$145,050	\$146,400	\$422,45
SUBTOTAL GTC DISPATCH	\$167,952	\$171,605	\$175,680	\$178,746	\$515,23
TOTAL FARGO	\$3,099,876	\$3,281,417	\$3,308,790	\$3,349,887	\$9,690,08
PERFORMANCE BOND	\$11,624	\$12,281	\$11,716	\$11,953	\$47,57
ORHEAD SUMMARY					
Fixed Route					
Management Services	\$142,237	\$141,942	\$172,622	\$181,788	\$456,80
Drivers	\$686,490	\$695,170	\$879,933	\$887,535	\$2,261,59
SUBTOTAL FIXED ROUTE	\$828,728	\$837,113	\$1,052,555	\$1,069,323	\$2,718,39
Paratransit (19%)					
Management Services	\$25,930	\$25,950	\$26,061	\$27,521	\$77,94
Drivers	\$124,441	\$126,418	\$129,855	\$132,452	\$380,71
SUBTOTAL PARATRANSIT	\$150,371	\$152,368	\$155,916	\$159,973	\$458,65
GTC Dispatch (1/3)					
Management Services	\$15,556	\$15,521	\$15,315	\$16,173	\$46,39
Dispatchers	<u>\$68,420</u>	\$70,282	\$72,525	\$73,200	\$211,22
SUBTOTAL GTC DISPATCH	\$83,976	\$85,803	\$87,840	\$89,373	\$257,61
TOTAL MOORHEAD	\$1,063,075	\$1,075,283	\$1,296,312	\$1,318,669	\$3,434,67
PERFORMANCE BOND	\$3,987	\$4,025	\$4,590	\$4,705	\$17,30
RGO-MOORHEAD GRAND TOTAL	\$4,162,952	\$4,356,701	\$4,605,102	\$4,668,556	\$13,124,75
CHANGE PER YEAR		4.65%	5.70%	1.38%	

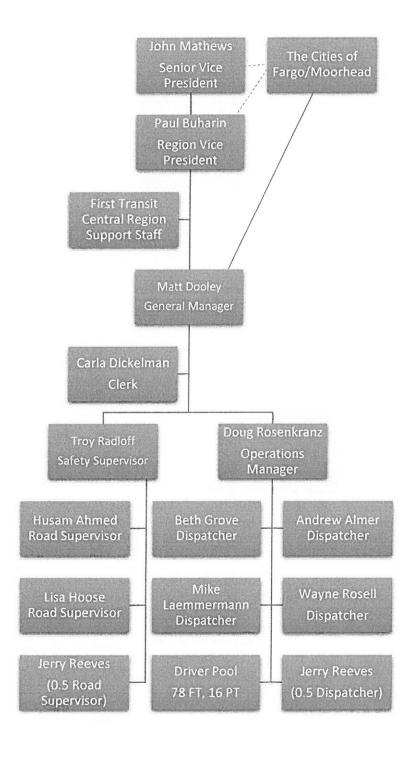
NOTE: Do not enter numbers into this spreadsheet. It will automatically bring in amounts from the budget estimate spreadsheets and calculate totals.

Name of Firm Submitting Bid:

First Transit

Attachment A

First Transit - MATBUS Organizational Chart Effective August 2018



MINIMUM WAGES AND BENEFITS

Fixed Route and Paratransit Bus Operators Fixed Route Dispatchers

Probationary Period:

The Cities of Fargo and Moorhead require a 1-year probationary period for all employees hired under this contract. For purposes of this appendix probationary period refers to the employees ability to perform necessary job functions only and does not refer to when benefits will become available to each employee. Performance reviews shall be given to each employee at 30 days, 60 days, 90-days, 180-days, 1-year and no less than annually thereafter.

Contractor:

The employee hire date will be based off the employee's personal anniversary hire date (month, day, and year) of when the employee was hired. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date with the current or previous contractor of this service; whichever is greater.

The employee seniority date will be based off the date (month, day, and year) of when the employee began revenue service with the current or previous contractor of this service or the date said employee changes employment status with current contractor.

Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).

Wages:

All new and current bus operators and dispatchers will be paid at the rates listed below. Drivers and dispatchers working at least 32 hours per week shall be guaranteed, <u>at a minimum</u>, the <u>wages and benefits</u> listed during the term of this contract.

MINIMUM WAGES IN CONTRACTOR'S PROPOSAL.

Year	Step	Driver Minimum Wage Per Hour 2019	Dispatcher Minimum Wage Per Hour 2019
0	1	\$ 15.10	\$15.60
>1	2	\$ 15.40	\$16.00
>2	3	\$ 15.86	\$16.36
>3	4	\$ 16.30	\$16.80
>4	5	\$ 16.93	\$17.43
>5	6	\$ 18.82	\$19.32
>10	7	\$ 19.09	\$19.59
>15	8	\$ 19.63	\$20.13
>20	9	\$ 20.17	\$20.67
>25	10	\$ 20.71	\$21.21

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.
- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.

Paid-time off (PTO): (Vacation and Sick Time)

All PTO will be earned on a pro-rated basis per month as described herein.

Regular PTO:

After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall begin to accrue regular PTO. Regular PTO accrual will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining accrued regular PTO balance.

Banked PTO:

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all of their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will **not** be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

PTO can only be taken in 4 (1/2 Day) or 8 (Full Day) hour increments.

Health / Welfare:

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees. The employer shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

Paid Holidays:

Employees shall be eligible for holiday pay immediately upon entry into revenue service. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

401(k):

The contractor is to offer a 401K retirement plan, with a company match.

Short-term Disability Insurance:

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

SRC Hospital Indemnity:

Employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

Health Savings Account (HSA):

The contractor health insurance allows for employees to contribute a HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

IRS Section 125 Plan:

During the term of this agreement First Transit shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

Bereavement Leave:

Employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children

Safety Meetings:

Attendance at monthly safety meetings is required. Employees will be paid to for time at monthly safety meetings.

Dental Coverage Plans

Full time employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:

Employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

Vision Insurance:

Employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

Safety, Customer Service and Longevity Incentives:

Retention Bonus:

All new employees will be eligible for a retention bonus as an incentive to reduce employee turnover. The retention bonus will be paid out in increments: \$300.00 after 90-days and \$500.00 after 12-months of employment. In order to qualify for this bonus the employee must be new to the contractor; employees who are currently working for the contractor or who left employment of the contractor and have returned will not be eligible for this bonus. This bonus plan is a minimum retention bonus plan, the contractor may implement greater cost retention incentive bonus plan at no additional cost to MATBUS

Safety Bonus:

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves this goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees.

Eligibility requirements:

- > The employee must complete a pre/post trip inspection each day they work
- > The employee must have no preventable collisions or passenger injuries
- > The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- > The employee must have no traffic violations in company or personal vehicles

The Safety Bonus is a pass-through bonus which will be billed to the City of Fargo and City of Moorhead at the end of each month on their regular invoices

Part-Time employees must work at least 40 hours per month in order to receive this bonus.

Incentive Bonus:

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter.

Eligibility requirements:

- > No verifiable passenger complaints or incidents
- > Have a perfect attendance record
 - Zero attendance points for current month (Late, absent, etc.)
- > Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)

APPENDIX 15

- > Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- > Attended the monthly safety meetings
- > Having no other discipline incidents / actions

Part-Time employees are not eligible for this bonus.

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month	
1	January	-	March	April	
2	April	-	June	July	
3	July	-	September	October	
4	October	_	December	January	

Attachment 5



Case Plaza Suite 232 | One 2nd Street North Fargo, North Dakota 58102-4807 p: 701.232.3242 | f: 701.232.5043 e: metrocog@fmmetrocog.org

To: MAT Coordinating Board

From: Metro COG

Date: October 5, 2018

Re: Update on MATBUS Transit Authority Study

Regionalized transit organizations exist across the country and are formed when a single provider is able to serve the region more efficiently than multiple agencies covering the same area. In the Fargo-Moorhead metropolitan area, there are currently three public transit providers designed to serve key populations either geographically or by age: Fargo MATBUS, Moorhead MATBUS, and Metro Senior Ride. Additional specialized transit services are provided by Handi-Wheels Transportation, Ready Wheels, and Transit Alternatives.

Looking to explore changes in Federal Transit Administration (FTA) funding for metropolitan areas over 200,000 and the potential implications for MATBUS, Metro COG and area transit providers will be initiating the Transit Authority Study in the fall of 2018. The study will examine the current organizational and financial environments of individual agencies as they operate today and the benefits and challenges of establishing a transit authority. It will also look at whether a single regional entity would more effectively improve existing services, as well as key legal issues and potential legislation required to establish a bi-state authority.

The Transit Authority Study will provide MATBUS and local area governments a better understanding of the pros and cons of an authority and how an authority might be structured from an organizational and governance perspective. By further reviewing transit system revenues and regional funding considerations, the study will better show the financial implications of a single regional transit authority.

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS REQUEST FOR PROPOSALS (RFP) PROJECT NO. 2018-220 MATBUS Transit Authority Study October 2018 **APPROVED:** Cynthia Gray Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is seeking proposals from qualified consultants for the following:

MATBUS Transit Authority Study

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be funded in part with federal transportation funds, state, and local funds. The study has a not-to-exceed budget of **\$200,000**.

Interested firms may request a hard copy of this RFP by telephoning 701.232.3242, or by email at leach@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (www.dot.nd.gov) and will also available for download in PDF format at www.fmmetrocog.org.

All applicants must be prequalified with NDDOT. If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 (Exhibit D) with their submittal of information.

All proposals received by <u>DATE TO BE DETERMINED</u> at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals should be delivered to the contact below:

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrocog.org
701.532.5104

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of Metro COG.

Note – This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.232.3242 or email at leach@fmmetrocog.org.

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I. Agency Overview

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. As the designated MPO for the Fargo-Moorhead metropolitan area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents eleven cities and portions of two counties that comprise the Metro COG region in these efforts.

II. Purpose of Request

The intent of this RFP is to obtain professional consultant services to study the feasibility, financial implications, and possible governance structures that would be necessary in order to evaluate whether MATBUS should form a transit authority. The study would be a collaborative effort between Fargo and Moorhead (and possibly other regional jurisdictions) to explore funding options for MATBUS operations. The consultant would be an objective third party expert who would educate city leadership on the costs/benefits of various funding options, gain consensus among the jurisdictions involved, and walk MATBUS through the process of implementing the recommendations of the plan.

III. Background Information

With the 2020 Census, the Fargo Moorhead Region will become a Transportation Management Area (TMA), which is a designation given to regions over 200,000 population. When the TMA designation is bestowed, MATBUS will only be able to use a percentage of FTA 5307 funds for operating expenses. Systems that have 75 or fewer fixed-route buses during peak hour service may receive operating assistance in an amount not to exceed 75% of the share of the apportionment that is attributable to such systems within the UZA as measured by vehicle revenue hours. Additional funding sources of a local nature must be found to replace the funds currently used for operations.

History

MATBUS is comprised of two entities, the City of Fargo, ND and the City of Moorhead, MN, who have come together to cooperatively provide transit service within the region. Even though MATBUS operates as a joint entity, transit service is still embedded within each individual city government. A Metro Area Transit (MAT) Coordinating Board was created in order to make technical recommendations to both the Fargo City Commission and the Moorhead City Council, where decisions are ultimately made.

As transit services expands into other surrounding municipalities, such as Dilworth and West Fargo, a different form of governance and additional funding may be necessary.

The idea of setting up a transit authority is not a new idea. In 1999, MATBUS completed a transit authority study. However, since that time MATBUS has expanded dramatically. With new leadership and new challenges presented by the formation of a TMA, we are looking to update the study.

MATBUS's growth has also been stymied by the lack of funding for both route expansion, bus replacement, and personnel additions. By analyzing MATBUS's ability to activate alternative funding sources to both fund operations and to fund ways to maintain the current system with the ability to expand operations in the future.

System changes desired in the future and MATBUS's goals are inscribed within the Transit Development Plan (TDP), which is updated every five years. MATBUS is also currently conducting a study of its facilities. The MATBUS Facility Analysis and Development Strategy will plan various transit facilities 20 years into the future. This document assumes some operational and system goals that MATBUS envisions within that timeframe. The consultant will be provided with this information in order to formulate a future financial outlook.

IV. Project Objective

The objective of the MATBUS Transit Authority Study is to balance the needs of each of the participating jurisdictions, educate leaders on MATBUS's needs, collaborate/negotiate with agencies involved, identify additional funding opportunities, provide a risk based assessment of those funding opportunities, and prepare an implementation strategy for the desired course of action, which should include all necessary documents needed set forth the recommendations.

The consultant will work toward reaching consensus among participating agencies, clearly delineate MATBUS's financial shortfalls, provide an analysis of available methods of meeting its future financial obligations, explore various governance structures, and help MATBUS to implement the recommendation of the analysis.

V. Scope of Work and Performance Tasks

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the study, but also has the ability to demonstrate pro-activeness, vision, innovation, and collaboration in examining and proposing study alternatives. The consultant should have particular experience and expertise in working with and planning for transit agencies.

Outlined below is the scope of work that will guide development of the MATBUS Transit Authority Study. Metro COG has included the following scope of work to provide interested consultants insight into study intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional tasks deemed necessary to successfully complete the study. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

Task 1: Project Management. This task involves activities required to manage the study including staff, equipment, and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. This task also includes bi-weekly progress meetings with Metro COG, the preparation of meeting agendas, and completion of all meeting summaries (i.e. action items agreed to during the meeting), which may be provided in the form of an email following the bi-weekly progress meetings.

Task 2: Public Participation: This study process must be collaborative in nature and be able to educate study participants and not leave anyone behind in the process. It is expected that there be extensive meetings both one-on-one and in a group format to gauge concerns and forge agreement on a path forward. This may include meetings with city leadership, technical staff, and elected officials.

Presentations. The study will involve a minimum of one (1) in-person presentation to both Metro COG's Transportation Technical Committee (TTC) and Policy Board; and one (1) in-person presentation before the Moorhead City Council, the Fargo City Council, and the MAT Coordinating Board, and city leadership (both Fargo and Moorhead, either together or separately). The timing of these presentations will be determined mutually after consultant selection occurs.

Study Review Committee. Development of the MATBUS Transit Authority Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect a number of SRC meetings with additional smaller working group meetings, which can be coordinated with public involvement and/or stakeholder meetings so as to make efficient use of any travel expenditures, if applicable. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as recording meeting minutes.

Final Presentations. Metro COG, along with the consultant, will seek final study acceptance from Metro COG's TTC and Policy Board, and may include approval from study partners.

Stakeholder meetings. The consultant will work with the SRC to identify stakeholders with whom coordination should occur.

Public Meetings. After completion of draft alternatives, two public meetings will be held - one in Fargo and One in Moorhead – to present the implications of additional funding through a mill levy.

Task 3: Transit Financials. The consultant will identify all sources of funding currently utilized to provide transit service. The consultant will then analyze and provide information on how this will change when this region receives TMA designation. This will include:

Determine applicable FTA and state funding rules that will apply to MATBUS.

- Operating and Capital Expenses (current and Future)
- How much additional revenue the City of Moorhead and City of Fargo will need to generate in order to sustain and/or expand transit service.
- The consultant should include a precedent analysis of how other transit agencies have reacted in metro areas that have recently crossed the TMA threshold, especially focused on changes in operating and financing the transit system.
- The consultant should consider growth in the system
 - Senior Ride services
 - o In-house vs. third-party operator
 - System expansion

Task 4: Funding Mechanisms – The consultant will work with the SRC to develop a list of funding mechanisms that could be used to generate operating revenue for MATBUS. The consultant should:

- Document all funding sources available to fill the gap (including but not limited to Taxing Authority and Sales Tax), which will include:
 - Funding source elasticity
 - o Risk
 - o Limitations
 - o Mechanisms needed to enact funding
 - o area applied
- An analysis should be done to consider what agencies should be involved, the ramifications to taxpayers, and the ramifications of agencies not participating.
- Governance Structure
 - The consultant should consider the timing of when such additional funding sources would be necessary and when transition should occur.
 - The consultant should analyze the formal structure of the agency, the body to which MATBUS is attached (if any), and the decision-making body that runs the entity.

Task 5: Implementation. Based on the identified funding source and governance structure selected, the consultant shall provide MATBUS with clear documentation of how to legally enact the plan's recommendations. This should include all necessary agreements, articles of association, legislative actions (in either state), and/or ballot referendums needed and training and/or a thorough explanation of how to accomplish it. It should also define each agency's rolls and responsibilities. It should address MATBUS's leadership, facilities, and assets including professional and contractual staff.

Task 6: Report. The consultant will develop a final report that includes an executive summary (the executive summary should include a pamphlet with key information that can be used as talking points) which relays all pertinent information to the public in an easy-to-follow format as well as a full report summarizing the study process, project objective, relevant data collected, written and graphic description of alternatives, identification and comparison of potential impacts, written and graphic description of alternatives that are recommended to be dropped from further consideration, written and graphic description of alternatives that are recommended to move forward into the environmental documentation process at such time as any part of the

project moves forward, phasing strategies, and planning level cost estimates. All stakeholder and public comments received should be included in the appendix of the final report.

Task 7: Deliverables. The consultant will be responsible for providing ten (10) bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	TBD
Pre-proposal Meeting	TBD
Due Date for Proposal Submittals (by 4:30 pm)	TBD
Review Proposals/Identify Finalists	(week of) TBD
Interview Finalists	(week of) TBD
Contract Negotiations	(week of) TBD
Metro COG Policy Board Approval/Consultant Notice	TBD

2) Project Development (Major Milestones).

Notice to Proceed	Upon Contract Execution
Project Start-Up/Mobilization	Immediately Upon Execution
Draft Study Completed	TBD
Final Documents Completed/Project Closeout	TBD
Final Invoices Received	TBD

VII. Evaluation and Selection Process

Selection Committee. Metro COG will establish a selection committee to determine which consultant, by its determination, has the best skills and approach to complete the project. Metro COG will not disclose the membership of the selection committee prior to consultant interviews.

The consultant selection process shall be administered under the following criteria:

- 20% The consultant's past experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques
- 20% The consultant's record of past performance on similar projects, including quality of work, ability to meet deadlines, and ability to control costs
- 20% Current workload and the availability of key personnel and other resources to perform the work within the specified timeframe

The selection committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question and answer period during which the selection committee may question the prospective consultants about their proposed approaches.

Metro COG reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful consultant. Metro COG reserves the right to award a contract to the consulting firm or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

This RFP does not commit Metro COG to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services or supplies. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of Metro COG.

VIII. Proposal Content and Format

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the consultant seeking to provide comprehensive services specified herein for Metro COG, the City of Fargo, and the City of Moorhead, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At minimum, proposals shall include the following information:

- 1) **Contact Information**. Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) Introduction and Executive Summary. This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal form others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP. A timeline for completion of the requested services, including all public involvement opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - b. List of projects of similar size, scope, type, and complexity that the proposed

- project team has successfully completed in the past.
- c. List of the proposed principal(s) who will be responsible for the work, proposed project manager and project team members (with resumes).
- d. A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements
- e. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- f. List of client references for similar projects described within the RFP.
- g. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
- h. Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Cost Proposal Form

Exhibit B – Debarment of Suspension Certification

Exhibit C – Certification of Restriction on Lobbying

Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

Hard copies of technical and/or cost proposals should be delivered to the contact below:

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
maddox@fmmetrocog.org

All proposals received by <u>DATE TO BE DETERMINED</u> at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

Metro COG will hold a preproposal meeting on **DATE TO BE DETERMINED** in Metro COG's conference room, where consultants may attend and ask any questions they may have about the

intent of the study. MATBUS and Metro COG will be present at this meeting to give insight into the intricacies of the project. Upon request, Metro COG will provide a conference hotline to consultants who cannot be at the meeting in person. No response will be given to verbal or written questions prior to or after this meeting. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. A summary of the preproposal meeting will be posted on Metro COG's website before proposals are due.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name, with a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services, negotiations will be terminated and negotiations will begin with the next most qualified consultant. This process shall continue until a satisfactory contract has been negotiated.
- 2) Consultant Annual Audit Information for Indirect Cost. Consulting firms proposing to do work for Metro COG must have a current audit rate no older than fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. This document must be attached with the sealed cost proposal.
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B Debarment of Suspension Certification and Exhibit C Certification of Restriction on Lobbying within the sealed cost proposal, as well as Exhibit D Standard Form 330 (if required).
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to U.S. Department of Transportation policy and 49 CFR Part 26, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve

DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

- 6) **U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Consultants are advised to follow procedures contained in the *North Dakota Department of Transportation Consultant Administration Services Procedure Manual*, which includes prequalifications of consultants. Copies of the manual may be found on Metro COG's website at www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

XI. Additional Information

A list of additional reference documents and information may be made available for consultants upon request.

XII. Contractual Information

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified consulting firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of

the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.

6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XIII. Payments

The selected consultant shall submit invoices for work completed to Metro COG. Payments shall be made to the consultant by Metro COG in accordance with the contract after all required services, as well as items identified in the scope of work and performance tasks, have been completed to the satisfaction of Metro COG.

XIV. Federal and State Funds

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

XV. Title VI Assurances

Prospective consultants should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to Metro COG and the Regulations relative to

nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

- 4) Information and Reports. The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or NDDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to Metro COG, or NDDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and NDDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - b) Cancellation, termination, or suspensions of the contract, in part or in whole.
- 6) **Incorporation of Title VI Provisions.** The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as Metro COG, the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

XVI. Termination Provisions

Metro COG reserves the right to cancel any contract for cause upon written notice to the consultant. Cause for cancellation will be documented failure(s) of the consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the consultant without additional harm to the participants or Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, a significant increase in local costs; or if there is insufficient state or federal funding available for the service; thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, Metro COG will notify the consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the consultant, of any kind, after the date of termination. The consultant shall deliver all records, equipment, and materials to Metro COG within twenty-four (24) hours of the date of termination.

XVII. Limitation on Consultant

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced, or released in any form without the explicit, written permission of Metro COG.

The consultant should expect to have access only to the public reports and public files of local governmental agencies and Metro COG in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the consultant from these agencies, unless volunteered by a responsible official in those agencies.

XVIII. Conflict of Interest

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XIX. Insurance

The consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XX. Risk Management

The consultant agrees to defend, indemnify, and hold harmless Metro COG and the State of North Dakota, its agencies, officers and employees, from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. The consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG or the State prevails in an action against the consultant in

establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the contract.

The consultant shall secure and keep in force during the term of the contract, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability and automobile liability insurance minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.
- 3) Metro COG and the State of North Dakota, its agencies, officers, and employees shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of Metro COG and the State of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to Metro COG and the State Risk Management Department.

The consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to Metro COG prior to commencement of this agreement.

Metro COG and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney

General as a Special Assistant Attorney General as required under North Dakota Century Code Section 54-12-08.

When a portion of the work under the agreement is sublet, the consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the consultant, Metro COG, and the State as a result of work undertaken by the subconsultant. In addition, the consultant shall ensure that any and all parties performing work under the agreement are covered by public liability insurance as outlined above. All subconsultants performing work under the agreement are required to maintain the same scope of insurance required of the consultant. The consultant shall be held responsible for ensuring compliance with those requirements by all subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG or the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG or the State shall be excess of the consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured consultant from meeting the retention limit under

the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the consultant in excess of the minimum requirements set forth above.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled "**Sealed Cost Form** – **Vendor Name**" and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG up identification of the most qualified contractor. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMATSummary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total							
	Name, Title, Function	0.00	х	0.00	=	0.00	0.00							
				Ш	0.00	0.00								
		x =												
		0.00	0.00											
2.	Overhead/Indirect Cost (expressed as i	0.00	0.00											
3.	Subcontractor Costs					0.00	0.00							
4.	Materials and Supplies Costs					0.00	0.00							
5.	Travel Costs					0.00	0.00							
6.	Fixed Fee					0.00	0.00							
7.	Miscellaneous Costs	Miscellaneous Costs												
	Т	=	0.00	0.00										

Exhibit B – Debarment of Suspension Certification

<u>Background and Applicability:</u> In conjunction with the Office of Management and Budget and other affected federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

<u>Instructions for Certification:</u> By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

<u>Suspension and Debarment:</u> 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 in 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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor			
Signature of Authorized Official	_Date	_/	_/
Name & Title of Contractor's Authorized Official			

Exhibit C - Certification of Restriction on Lobbying

l,		hereby certify on
	(Name and Title of Grantee Official)	
behalf	of that: (Name of Bidder / Company Name)	
	(Haine of Steeler / Company Haine)	
>	No federal appropriated funds have been paid or will be paid, by or on be to any person for influencing or attempting to influence an officer or end Member of Congress, and officer or employee of Congress, or an end Congress in connection with the awarding of any federal contract, the grant, the making of any federal loan, the entering into of any cooperatextension, continuation, renewal, amendment, or modification of any federal or cooperative agreement.	mployee of any agency, a nployee of a Member of ne making of any federal ative agreement, and the
>	If any funds other than federal appropriated funds have been paid or winfluencing or attempting to influence an officer or employee of ar Congress, an officer or employee of Congress, or an employee of a connection with the federal contract, grant, loan, or cooperative agreshall complete and submit Standard Form - LLL, "Disclosure Form accordance with its instructions.	ny agency, a Member of Member of Congress in Dement, the undersigned
>	The undersigned shall require that the language of this certification be documents for all sub-awards at all tiers (including subcontracts, sub-grigrants, loans, and cooperative agreements) and that all sub-recipients accordingly.	ants, and contracts under
was ma transac person	ertification is a material representation of fact upon which reliance was place ade or entered into. Submission of this certification is a prerequisite for materion imposed by 31 U.S. Code 1352 (as amended by the Lobbying Discont who fails to file the required certification shall be subject to a civil penaltot more than \$100,000 for each such failure.	aking or entering into this closure Act of 1995). Any
submit	ndersigned certifies or affirms the truthfulness and accuracy of the content of t	
Name	of Bidder / Company Name	
Type o	or print name	
Signat	ure of authorized representative	Date / /
(Title o	of authorized official)	

Exhibit D — Standard Form 330 ARCHITECT- ENGINEER QUALIFICATIONS

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS A. CONTRACT INFORMATION 1. TITLE AND LOCATION (City and State) 2. PUBLIC NOTICE DATE 3. SOLICITATION OR PROJECT NUMBER **B. ARCHITECT-ENGINEER POINT OF CONTACT** 4. NAME AND TITLE 5. NAME OF FIRM 6. TELEPHONE NUMBER 7. FAX NUMBER 8. E-MAIL ADDRESS C. PROPOSED TEAM (Complete this section for the prime contractor and all key subcontractors.) (Check) 11. ROLE IN THIS CONTRACT 9. FIRM NAME 10. ADDRESS a. ☐CHECK IF BRANCHOFFICE b. ☐CHECK IF BRANCHOFFICE c. □CHECK IF BRANCH OFFICE d. ☐ CHECK IF BRANCHOFFICE e. ☐CHECK IF BRANCHOFFICE ☐ CHECK IF BRANCHOFFICE

AUTHORIZED FOR LOCAL REPRODUCTION

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

STANDARD FORM 330 (REV. 8/2016)

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.) 12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE a. TOTAL b. WITH CURRENT FIRM 15. FIRM NAME AND LOCATION (City and State) 16. EDUCATION (Degree and Specialization) 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) 19 RELEVANT PROJECTS (1) TITLE AND LOCATION (City and state) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE \square Check if project performed with current firm a (1) TITLE AND LOCATION (City and state) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm b (1) TITLE AND LOCATION (City and state) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm C (1) TITLE AND LOCATION (City and state) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm d. (1) TITLE AND LOCATION (City and state) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm e.

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) 1 2 3 4 5 6 7 8 9 10									
	29. EXAI	MDI F DR	OIECTS	KEY							

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION 30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED. I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts. 31. SIGNATURE 32. DATE

33. NAME AND TITLE

	ARCHITE	CT-ENGINEER (QUALI	FICATION	ONS	;			1. SOLICITATION N	IUMBER (If any)				
		(If a final bas busy to		II - GENER					- Mina Interes	auls)				
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2b. STREET									5. OWNERSHIP					
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2c. CITY				2d.	STATE	2e.	ZIP	CODE	b. SMALL BUSINESS	STATUS				
6a. POINT OF 0	ONTACT NAME AN	ND TITLE												
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OD. TELEFHON	ENOWIDER	16	C. E-IVIAILA	DDKE33										
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a. SIGNATURE							<u> </u>			b. DATE				
c.NAME AND T	TIE													



650 23rd Street North Fargo, ND 58102-4100 Phone: 701.241.8140 Fax: 701.241.8558

Online: matbus.com

go green ride with us!

October 10, 2018

MATBoard 200 N 3rd Street Fargo, ND 58102

Dear MATBoard:

The City of Fargo Transit Department (MATBUS) received a request from Jefferson Lines to rent space at our Ground Transportation Center (GTC). Jefferson Lines is currently located in West Fargo, out by the fair grounds. Their current location does not have access to the MATBUS system. Both Jefferson and MATBUS staff feel it would better serve their passengers and ours to have access to both Jefferson Lines and the MATBUS System in the same building.

We are currently undergoing a transit facilities study for all transit locations, which makes this an ideal time to discuss a potential partnership. Jefferson would have no more than two vehicles at our facility at any one time and would employ their own staff to sell tickets and assist their passengers. They would also need to have their own office space in the GTC. Jefferson received a grant from NDDOT for \$125,000, or \$150,000 with their local match, which would be used to construct office space for them. Our consultant, KU, is working on incorporating them into our long-term design (attached idea). Jefferson would like to be located at the GTC sometime in the first quarter of 2019 (January – March timeframe).

City of Fargo Finance Committee did approve staff this request in September at their regular meeting.

Sincerely,

Matthew Peterson

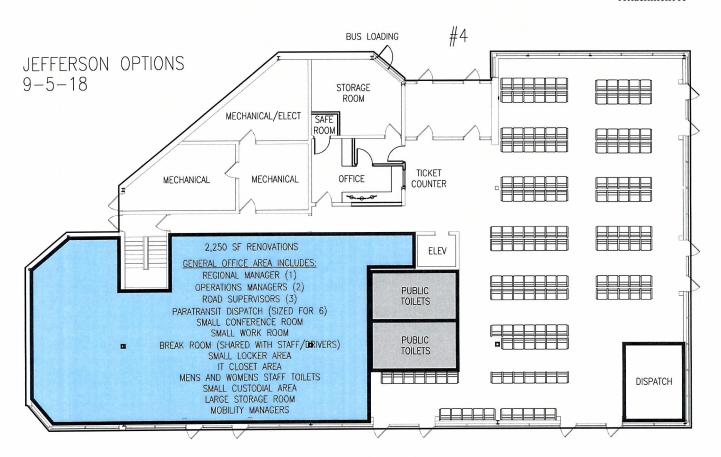
Matthew G. Peterson Assistant Transit Director

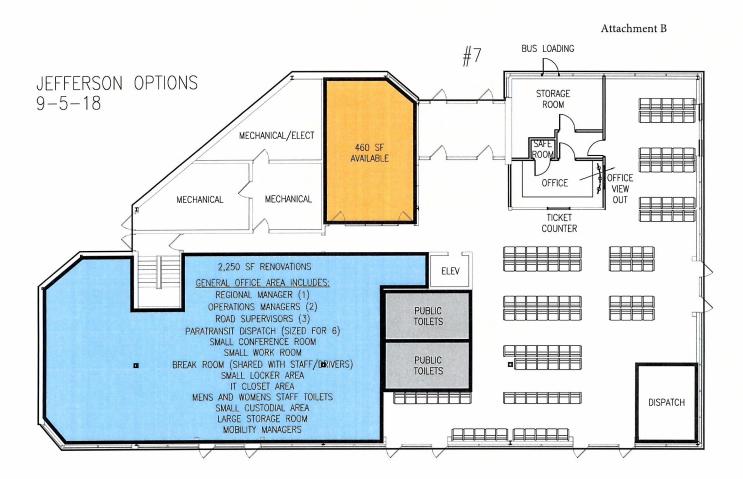
City of Fargo

For Schedule Information: 701.232.7500



Attachment A





Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager

Date: October 10, 2018

RE: Fare and Service Change Policy Update



The Moorhead City Council approved a Fare and Service Change Policy in 1989. During the Federal Transit Administration (FTA) Triennial Review in July 2018, the policy was reviewed and found to be deficient as it did not describe how the public comments received will be considered or addressed. However, FTA did note that our current practice of providing the comments to City Council and responding to those comments during the public hearing was sufficient, but not reflected in the policy.

Since 1989, the opportunities to reach out to passengers and citizens by electronic means has also changed substantially. The amended policy addresses social media, rider alert emails and web site communication, as well as official newspaper publications and posters. The policy was approved by Moorhead City Council on September 10, 2018, and is attached for your information.

Attachment: Fare and Service Change Policy Dated 9/10/2018

Fare and Service Change Policy

In order to provide appropriate levels of service, the City of Moorhead's public transit system (MATBUS) may bring forth proposed changes in routes and fare structure. Before enacting any changes in fares or service, MATBUS will evaluate the changes to determine if they are temporary, minor, or major. If the change is found to be major, MATBUS will follow a procedure to solicit public comment and City Council approval. These evaluation definitions and procedures are outlined in the following document.

Definitions

Temporary Service Change

Temporary service changes are those that are in effect for a limited time period, due to road construction, special events, etc., and are not intended to be permanent.

The Transit Manager shall make temporary service changes administratively. If a temporary service change is to become permanent, the Transit Manager will evaluate the change to determine if it is minor or major and follow the procedures outlined below.

Minor Service Change

A route or service change is considered minor if it affects less than 25% of the route's mileage and/or annual revenue hours.

Minor service changes shall be made upon approval of the City Council.

Major Service Change

A route or service change is considered major if any of the following apply:

- 1. Elimination or addition of a route
- 2. Any change in routes affecting greater than 25% of the route's mileage and/or annual revenue hours.
- 3. Changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies.

All major route changes will be subject to the public hearing process and implemented after approval by the City Council.

All <u>fare changes</u> will be considered a major service change, except short-term fare-free or reduced fare promotions. Short-term promotional fares will be presented to the City Manager for approval in advance of the change.

Public Comment/Hearing Procedure

The City of Moorhead must solicit and consider public comment before implementation of all changes in fares or major changes in service.

Public hearings will be held for all fare and major route changes. Public hearing dates are set and hearing notices appear in the official Moorhead newspaper approximately two weeks prior to the actual hearing. Hearings are held during the City Council's regularly scheduled meetings at Moorhead City Hall. Hearings are open to the public; anyone wishing to speak at the hearing is afforded the opportunity. If someone is unable to attend the hearing, written comments are accepted prior to the hearing.

Fare and Service Change Policy

The Transit Manager will summarize all comments received prior to the public hearing. The summary and an analysis of the proposed change(s) will be provided to the City Council during the scheduled public hearing for consideration.

Notification Process

The public will be notified of an upcoming public hearing through a variety of methods, in order to ensure adequate opportunity for public comment and participation in the public hearing.

The notification methods will be required as follows:

- Newspaper The public hearing notice will be published in the City's official newspaper at least once, with the first notice appearing in the newspaper a minimum of two weeks prior to the public hearing.
- City Website A notice of the hearing will be published with the City Council agenda, which is published on the City of Moorhead website (cityofmoorhead.com).
- MATBUS Website A notice of the hearing will be published on the MATBUS website (MATBUS.com).
- Rider Alerts A notice of the hearing will be distributed through a MATBUS Rider Alert.
 Members of the public can sign up for Rider Alert emails through the MATBUS website.
- Social Media Notice of the hearing will be published on MATBUS's social media pages (Facebook and Twitter).
- Transit Center Posted Information Notice of the hearing will be posted at the main transportation hub, the Ground Transportation Center at 502 NP Avenue, Fargo, ND. Additional information and hard copy comment sheets will be made available at the dispatch window and/or an informational display.

Notification Format

The public hearing notice will include the following information:

- Time, date and location of the public hearing
- Description of proposed changes
- Statement that the public will have the opportunity to comment at the hearing
- Contact information for the person that may be contacted for additional information, or to provide comments prior to the public hearing
- Instructions on how to request accessible formats of the information or accommodation during the public hearing

Council Action

At the conclusion of the public hearing, the City Council will vote to approve or deny the proposed change(s). If passed, the approved change will be documented through a written resolution and filed in public record.

Policy Date

This policy is dated September 10, 2018.

RESOLUTION 2018-0910-J

Resolution Amending Fare and Service Change Policy for Public Transit Services

WHEREAS, in 1989 the Moorhead City Council approved a Fare and Service Change Policy for public transit service as required by the Federal Transit Administration; and

WHEREAS, Federal Transit Administration has notified the City through the Triennial Review that the policy needs to be amended to address policy for soliciting and considering public comments prior to a fare increase or major service reduction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota, that they do hereby approve the Fare and Service Change Policy dated September 10, 2018, to become effective immediately. A copy of said policy was before the City Council in substantial form and is now of record and on file in the Office of the City Clerk.

PASSED: September 10, 2018 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

DEL RAE WILLIAMS, Mayor

Sance K. Brachem
Lance K Beachem, City Clerk

MATBUS Transit Operations Report - July 2018

		Ridership		Rev. Hours			R	ev. Mileage		Pas	sengers / H	our	On-Time Perf.		
Moorhead	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 1	7,354	7,033	-4.36%	419.50	421.00	0.36%	5,359.53	5,378.70	0.36%	17.53	16.71	-4.71%	90.05%	92.03%	2.20%
Route 2	8,204	6,563	-20.00%	420.00	421.00	0.24%	5,982.26	5,996.72	0.24%	19.53	15.59	-20.19%	85.46%	86.03%	0.67%
Route 3	3,764	4,966	31.93%	419.00	420.25	0.30%	6,600.23	6,631.59	0.48%	8.98	11.82	31.54%	85.85%	79.08%	-7.89%
Route 4	11,077	12,637	14.08%	839.00	842.00	0.36%	9,568.79	9,603.01	0.36%	13.20	15.01	13.68%	84.89%	80.12%	-5.62%
Route 5	3,042	4,125	35.60%	419.00	421.00	0.48%	6,103.37	6,132.29	0.47%	7.26	9.80	34.96%	93.67%	90.35%	-3.54%
Route 6	1,009	1,033	2.38%	147.50	148.00	0.34%	1,913.37	1,919.86	0.34%	6.84	6.98	2.03%	96.66%	93.13%	-3.65%
Route 7															
Route 8															
Route 9	380	448	17.89%	160.00	160.50	0.31%	2,710.08	2,718.55	0.31%	2.38	2.79	17.53%	96.28%	86.63%	-10.02%
Total	34,830	36,805	5.67%	2,824.00	2,833.75	0.35%	38,237.63	38,380.72	0.37%	12.33	12.99	5.31%	90.41%	86.77%	-4.03%
		Ridership			Rev. Hours		R	Rev. Mileage		Pas	sengers / H	our	0	n-Time Perf.	
Farqo	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 11	5,488	5,817	5.99%	370.00	371.00	0.27%	4246.13	4257.60	0.27%	14.83	15.68	5.71%	87.09%	81.92%	-5.94%
Route 13	7,510	7,035	-6.32%	715.00	717.00	0.28%	7490.79	7512.01	0.28%	10.50	9.81	-6.59%	83.95%	90.22%	7.47%
Route 13U	4	0	-100.00%	0.00	0.00	#DIV/0!	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	0.00%	#DIV/0!
Route 14	13,272	13,776	3.80%	1,106.00	1,110.00	0.36%	13860.53	13948.12	0.63%	12.00	12.41	3.42%	76.85%	76.02%	-1.08%
Route 15	25,397	28,059	10.48%	1,310.00	1,336.00	1.98%	15332.50	15776.99	2.90%	19.39	21.00	8.33%	81.04%	81.09%	0.06%
Route 16	2,534	2,584	1.97%	333.00	334.00	0.30%	3976.32	3982.32	0.15%	7.61	7.74	1.67%	90.81%	85.80%	-5.52%
Route 17	2,433	3,133	28.77%	210.00	211.00	0.48%	2512.76	2518.84	0.24%	11.59	14.85	28.16%	82.84%	83.89%	1.27%
Route 18	4,623	4,365	-5.58%	581.25	583.00	0.30%	10377.67	10270.50	-1.03%	7.95	7.49	-5.86%	68.85%	69.94%	1.58%
Route 21	648	591	-8.80%	185.00	186.00	0.54%	2220.95	2227.00	0.27%	3.50	3.18	-9.29%	75.10%	63.62%	-15.29%
Route 22	1,835	2,196	19.67%	185.00	186.00	0.54%	3521.92	3532.00	0.29%	9.92	11.81	19.03%	79.25%	68.73%	-13.27%
Route 23	0	ĺ		0.00			0.00								
Route 24	906	2,117	133.66%	413.75	415.00	0.30%	5169.01	5260.00	1.76%	2.19	5.10	132.96%	69.78%	83.43%	19.56%
Total	64,650	69,673	7.77%	5,409.00	5,449.00	0.74%	68708.58	69285.38	0.84%	11.95	12.79	6.98%	72.32%	71.33%	-1.37%
		Ridership			Rev. Hours		Pas	sengers / H	our	0					
NDSU	2017	2018	Change	2017	2018	Change	2017	Rev. Mileage 2018	Change	2017	2018	Change	2017	2018	Change
Route 31	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 32E	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 32W	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 33	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 34	35	0	-100.00%			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 35	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
TapRide	0	0	#DIV/0!			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Total	35	0	-100.00%	0	0	#DIV/0!	0.00	0.00	#DIV/0!			#DIV/0!			#DIV/0!
		Ridership			Rev. Hours		R	Rev. Mileage		Pas	sengers / H	our	0	n-Time Perf.	
Other	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	0.05%	2017	2018	Change
LinkFM	6,896	6,654	-3.51%	275.00	280.00	1.82%	2757.99	2807.84	1.81%	25.08	23.76		64.52%	71.99%	11.58%
9000's	0,000	0,004	#DIV/0!	2,0.00	200.00	#DIV/0!	2101.00	2007.04	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	07.02 /0	7 1.55 70	#DIV/0!
Total	6,896	6,654	-3.51%	275.00	280.00	1.82%	2757.99	2807.84	1.81%	25.08	23.76		64.52%	71.99%	11.58%
· otai	0,000		0.0170			1.02 /0		•	1.0170						
Total	Ridership Rev. Hours			Change		lev. Mileage	Champe		sengers / H		On-Time Perf. ge 2017 2018 Change				
Total	2017	2018	Change 5.670/	2017	2018	Change	2017	2018	Change	2017	2018	Change 5 240/			,
MHD	34,830	36,805	5.67%	2,824	2,834	0.35%	38,238	38,381	0.37%	12	13	5.31%	90.41%	86.77%	-4.03%

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		Ridership		Rev. Hours	s (Based on F	Ridership)	F	Rev. Mileage		Pas	sengers / Ho	our	On-Time Perf.		
Paratransit	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fargo	2,821	2,901	2.84%	1,245.91	1,340.97	7.63%	18,955.51	20,960.71	10.58%	2.26	2.16	-4.45%	82.75%	87.09%	5.25%
Moorhead	819	658	-19.66%	361.72	304.16	-15.91%	5,503.21	4,754.27	-13.61%	2.26	2.16	-4.45%	84.67%	87.11%	2.88%
West Fargo	317	379	19.56%	140.00	175.19	25.13%	2,130.06	2,738.40	28.56%	2.26	2.16	-4.45%	86.67%	87.27%	0.70%
Dilworth	42	56	33.33%	18.55	25.89	39.55%	282.22	404.62	43.37%	2.26	2.16	-4.45%	77.42%	98.15%	26.77%
Total	3,999	3,994	-0.13%	1,766.18	1,846.20	4.53%	26871.00	28858.00	17.23%	2.26	2.16	-4.45%	82.88%	89.91%	8.90%
		Ridership		Rev. Hours	(Based on F	Ridership)	Rev. Mileage			Pas	sengers / Ho	our	On-Time Perf.		
Senior Ride	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Dilworth	38	83	118.42%	24.21	55.93	131.04%	267	575	115.56%	1.57	1.48	-5.46%			N/A
Moorhead	754	711	-5.70%	480.29	479.07	-0.25%	5,290	4,923	-6.94%	1.57	1.48	-5.46%			N/A
Total	792	794	0.25%	504.50	535.00	6.05%	5,557	5,498	-1.06%	1.57	1.48	-5.46%	0	0	N/A

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	Ridership				Rev. Hours		R	lev. Mileage		Pas	sengers / Ho	our	On-Time Perf.		
Moorhead	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 1	7,133	7,964	11.65%	454.00	455.00	0.22%	5,800.30	5,813.08	0.22%	15.71	17.50	11.40%	91.90%	89.88%	-2.20%
Route 2	10,942	12,089	10.48%	510.80	497.00	-2.70%	7,275.58	6,993.80	-3.87%	21.42	24.32	13.55%	85.82%	88.34%	2.94%
Route 3	4,119	5,075	23.21%	454.00	454.75	0.17%	7,151.55	7,167.16	0.22%	9.07	11.16	23.01%	89.32%	72.89%	-18.39%
Route 4	12,099	13,027	7.67%	910.00	908.00	-0.22%	10,378.55	10,378.55	0.00%	13.30	14.35	7.91%	86.44%	77.37%	-10.49%
Route 5	4,522	4,899	8.34%	453.00	454.00	0.22%	6,598.63	6,627.53	0.44%	9.98	10.79	8.10%	93.39%	88.21%	-5.55%
Route 6	913	1,372	50.27%	160.00	160.00	0.00%	2,075.52	2,075.52	0.00%	5.71	8.58	50.27%	98.41%	94.81%	-3.66%
Route 7															
Route 8															
Route 9	369	536	45.26%	173.50	173.50	0.00%	2,938.74	2,938.74	0.00%	2.13	3.09	45.26%	97.63%	86.24%	-11.67%
Total	40,097	44,962	12.13%	3,115.30	3,102.25	-0.42%	42,218.88	41,994.38	-0.53%	12.87	14.49	12.60%	91.84%	85.39%	-7.03%
		Ridership			Rev. Hours		R	lev. Mileage		Pas	sengers / Ho	our	0	n-Time Perf.	
Fargo	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 11	5,932	6,246	5.29%	401.00	401.00	0.00%	4601.89	4601.88	0.00%	14.79	15.58	5.29%	83.85%	83.57%	-0.33%
Route 13	11,096	11,620	4.72%	775.00	775.00	0.00%	8119.39	9044.25	11.39%	14.32	14.99	4.72%	87.22%	85.34%	-2.16%
Route 13U	2,745	2,466	-10.16%	108.45	120.50	11.11%	1217.92	1364.45	12.03%	25.31	20.46	-19.15%	88.38%	61.90%	-29.96%
Route 14	13,530	15,173	12.14%	1,199.61	1,199.38	-0.02%	15030.78	15362.31	2.21%	11.28	12.65	12.16%	73.91%	71.22%	-3.64%
Route 15	27,633	30,755	11.30%	1,450.50	1,450.50	0.00%	16976.94	17134.66	0.93%	19.05	21.20	11.30%	79.98%	76.57%	-4.26%
Route 16	2,604	2,940	12.90%	361.04	361.04	0.00%	4311.14	4304.73	-0.15%	7.21	8.14	12.90%	91.76%	85.59%	-6.72%
Route 17	2,955	3,322	12.42%	227.50	227.50	0.00%	2722.16	2722.27	0.00%	12.99	14.60	12.42%	83.41%	84.62%	1.45%
Route 18	4,748	4,929	3.81%	629.85	629.85	0.00%	11245.38	10960.20	-2.54%	7.54	7.83	3.81%	71.06%	79.33%	11.64%
Route 20		3,120			401.00			6224.32			7.78			57.56%	
Route 21	631		-100.00%	200.50		-100.00%	2407.03		-100.00%	3.15		-100.00%	56.84%		-100.00%
Route 22	1,804		-100.00%	200.50		-100.00%	3817.00		-100.00%	9.00		-100.00%	65.58%		-100.00%
Route 23															
Route 24	1,302	2,161	65.98%	448.25	448.25	0.00%	5600.03	5684.00	1.50%	2.90	4.82	65.98%	69.59%	85.48%	22.83%
Total	74,980	82,732	10.34%	6,002.20	6,014.02	0.20%	76049.66	77403.07	1.78%	12.49	13.76	10.12%	77.42%	77.12%	-0.39%
		Ridership			Rev. Hours		R	lev. Mileage		Passengers / Hour			On-Time Perf.		
NDSU	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 31	1,080	1,087	0.65%	112.50	105.00	-6.67%	991.92	1102.01	11.10%	9.60	10.35	7.84%	95.47%	92.97%	-2.62%
Route 32E	4,530	4,260	-5.96%	99.00	106.70	7.78%	727.50	814.42	11.95%	45.76	39.93	-12.75%	87.71%	88.81%	1.25%
Route 32W	1,258	1,100	-12.56%	54.00	30.00	-44.44%	351.57	390.60	11.10%	23.30	36.67	57.39%	80.20%	76.74%	-4.31%
Route 33	13,104	13,654	4.20%	264.06	283.50	7.36%	3087.99	3152.80	2.10%	49.63	48.16	-2.95%	95.25%	62.23%	-34.67%
Route 34	2,296	2,316	0.87%	83.16	89.10	7.14%	915.29	770.58	-15.81%	27.61	25.99	-5.85%	79.25%	83.18%	4.96%
Route 35	151		-100.00%	18.72		-100.00%	229.58		-100.00%	8.07		-100.00%	89.17%		-100.00%
TapRide		115			35.00			212.25			3.29				
Total	22,419	22,532	0.50%	631.44	649.30	2.83%	6303.85	6230.41	-1.17%	164	164	0.26%	87.84%	80.79%	-8.03%
	Ridership				Rev. Hours		R	lev. Mileage		Pas	sengers / Ho	our	Oı	n-Time Perf.	
Other	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	0.05%	2017	2018	Change
LinkFM	1,539	2,208	43.47%	304.00	304.00	0.00%	3048.83	3048.51	-0.01%	5.06	7.26	43.47%	78.79%	80.08%	1.64%
9000's	88	56	-36.36%	0.00	0.00	#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Total	1,627	2,264	39.15%	304.00	304.00	0.00%	3048.83	3048.51	-0.01%	5.35	7.45	39.15%	78.79%	80.08%	1.64%
		Ridership			Rev. Hours		Rev. Mileage			Pas	sengers / Ho	our	On-Time Perf.		
Total	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
MHD		44,962	12.13%		3,102	-0.42%		41,994	-0.53%		14	12.60%		85.39%	-7.03%
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		Ridership		Rev. Hours	s (Based on F	Ridership)		Rev. Mileage		Pas	ssengers / Ho	our	On-Time Perf.			
Paratransit	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	
Fargo	3,111	3,195	2.70%	1,408.50	1,491.71	5.91%	21,028.76	23,124.49	9.97%	2.21	2.14	-3.03%	83.29%	86.20%	3.50%	
Moorhead	866	764	-11.78%	392.08	356.70	-9.02%	5,853.71	5,529.61	-5.54%	2.21	2.14	-3.03%	87.50%	87.26%	-0.27%	
West Fargo	334	455	36.23%	151.22	212.43	40.48%	2,257.67	3,293.16	45.87%	2.21	2.14	-3.03%	87.83%	89.33%	1.71%	
Dilworth	38	62	63.16%	17.20	28.95	68.25%	256.86	448.74	74.70%	2.21	2.14	-3.03%	82.35%	85.29%	3.57%	
Total	4,349	4,476	2.92%	1,969.00	2,089.80	6.14%	29397.00	32396.00	31.25%	2.21	2.14	-3.03%	85.24%	87.02%	2.13%	
		Ridership		Rev. Hours	s (Based on F	Ridership)	Rev. Mileage			Pas	ssengers / Ho	our	On-Time Perf.			
Senior Ride	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	
Dilworth	53	98	84.91%	32.76	61.82	88.70%	364	681	87.43%	1.62	1.59	-2.01%			N/A	
Moorhead	906	854	-5.74%	559.99	538.68	-3.80%	6,215	5,939	-4.45%	1.62	1.59	-2.01%			N/A	
Total	959	952	-0.73%	592.75	600.50	1.31%	6,579	6,620	0.62%	1.62	1.59	-2.01%	0	0	N/A	

MATBUS Transit Operations Report - September 2018

		Ridership			Rev. Hours		Rev. Mileage			Pas	sengers / Ho	our	On-Time Perf.		
Moorhead	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 1	6,321	6,253	-1.08%	454.00	403.00	-11.23%	5,800.31	5,148.73	-11.23%	13.92	15.52	11.44%	88.06%	90.70%	3.00%
Route 2	10,635	11,600	9.07%	511.00	479.00	-6.26%	7,278.42	6,822.88	-6.26%	20.81	24.22	16.36%	80.64%	87.94%	9.05%
Route 3	3,820	4,551	19.14%	454.00	402.15	-11.42%	7,151.55	6,335.94	-11.40%	8.41	11.32	34.50%	84.93%	71.52%	-15.79%
Route 4	10,532	11,259	6.90%	910.00	803.50	-11.70%	10,378.55	9,163.91	-11.70%	11.57	14.01	21.07%	84.74%	77.23%	-8.86%
Route 5	4,863	5,233	7.61%	453.00	403.00	-11.04%	6,598.63	5,870.10	-11.04%	10.74	12.99	20.96%	91.50%	86.08%	-5.92%
Route 6	960	1,216	26.67%	160.00	141.50	-11.56%	2,075.52	1,835.54	-11.56%	6.00	8.59	43.23%	96.41%	92.03%	-4.54%
Route 7										#DIV/0!					
Route 8										#DIV/0!					
Route 9	413	627	51.82%	173.50	153.50	-11.53%	2,938.74	2,599.98	-11.53%	2.38	4.08	71.60%	95.97%	88.91%	-7.36%
Total	37,544	40,739	8.51%	3,115.50	2,785.65	-10.59%	42,221.72	37,777.08	-10.53%	12.05	14.62	21.36%	88.89%	84.92%	-4.47%
		Ridership			Rev. Hours			Rev. Mileage			sengers / Ho			n-Time Perf	
Fargo	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 11	5,767	5,417	-6.07%	370.00	355.00	-4.05%	4246.13	4073.98	-4.05%	15.59	15.26	-2.10%	78.20%	85.49%	9.32%
Route 13	13,024	13,837	6.24%	715.00	686.00	-4.06%	7490.79	8005.62	6.87%	18.22	20.17	10.73%	90.13%	85.97%	-4.62%
Route 13U	6,373	4,655	-26.96%	241.00	228.95	-5.00%	2695.27	2728.89	1.25%	26.44	20.33	-23.11%	84.70%	65.63%	-22.51%
Route 14	12,347	13,599	10.14%	1,106.00	1,061.06	-4.06%	13860.53	13600.05	-1.88%	11.16	12.82	14.80%	75.54%	75.44%	-0.13%
Route 15	26,312	26,271	-0.16%	1,310.00	1,252.50	-4.39%	15332.50	14799.71	-3.47%	20.09	20.97	4.43%	75.42%	77.91%	3.30%
Route 16	2,377	3,006	26.46%	333.00	319.48	-4.06%	3976.32	3809.18	-4.20%	7.14	9.41	31.81%	96.01%	83.28%	-13.26%
Route 17	2,648	2,922	10.35%	210.00	201.50	-4.05%	2512.76	2411.15		12.61	14.50	15.00%	75.03%	84.02%	11.98%
Route 18 Route 20	3,659	4,345 2,783	18.75%	581.25	557.70	-4.05%	10377.67	9704.21	-6.49%	6.30	7.79 7.84	23.76%	59.00%	79.48%	34.71%
Route 20	684	2,703	-100.00%	185.00	355.00	-100.00%	2220.95	5601.00	-100.00%	3.70	#DIV/0!	#DIV/0!	59.42%	68.85%	-100.00%
Route 21	1,496		-100.00%	185.00		-100.00%	3521.92		-100.00%	8.09	#DIV/0! #DIV/0!	#DIV/0! #DIV/0!	65.05%		-100.00%
Route 23	0		#DIV/0!	0.00		#DIV/0!	0.00		#DIV/0!	#DIV/0!	#DIV/0! #DIV/0!	#DIV/0!	05.05%		#DIV/0!
Route 24	1,388	1,781	28.31%	413.75	397.00	-4.05%	5169.01	5035.00	-2.59%	3.35	4.49	33.73%	74.19%	82.92%	11.77%
Total	76,075	78,616	3.34%	5,650.00	5,414.19	-4.17%	71403.85	69768.79		13.46	14.52	7.84%	75.70%	78.90%	4.23%
Total	70,070	Ridership	0.0470		Rev. Hours	7.17 /0		Rev. Mileage	2.2370		sengers / Ho			n-Time Perf	
NDSU	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018		2017	2018	Change
Route 31	2,861	2,922	Change 2.13%	250.00	199.50	Change -20.20%	2249.25	1794.70	-20.21%	11.44	14.65	Change 27.99%	95.39%	89.95%	-5.70%
Route 31	12,492	10,051	-19.54%	220.00	202.73	-20.20% -7.85%	1666.67	1547.40	-20.21% -7.16%	56.78	49.58	-12.69%	95.39%	88.05%	-3.31%
Route 32W	3,392	2,993	-11.76%	120.00	57.00	-52.50%	781.26	371.07	-52.50%	28.27	52.51	85.76%	75.34%	91.78%	21.82%
Route 33	28,314	25,181	-11.07%	586.80	540.17	-7.95%	6384.56	5690.80	-10.87%	48.25	46.62	-3.39%	95.56%	76.05%	-20.42%
Route 34	5,953	4,912	-17.49%	184.80	169.29	-8.39%	1597.97	1464.10		32.21	29.02	-9.93%	82.82%	86.21%	4.09%
Route 35	450	1,012	-100.00%	41.60	100.20	-100.00%	429.24	7404.10	-100.00%	10.82	#DIV/0!	#DIV/0!	88.52%	55.2170	-100.00%
TapRide	.00	416	#DIV/0!		66.50	#DIV/0!	.23.21	657.68	#DIV/0!	#DIV/0!	6.26	#DIV/0!	33.3270		#DIV/0!
Total	53,462	46,475	-13.07%	1,403	1,235	-11.97%	13108.95	10868.07	-17.09%	#DIV/0!	#DIV/0!	#DIV/0!	88.12%	86.41%	-1.94%
	,	Ridership	2.2.70		Rev. Hours			Rev. Mileage			sengers / Ho			n-Time Perf	
Other	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	0.05%	2017	2018	Change
LinkFM	1,263	2,017	59.70%	275.00	263.00	-4.36%	2757.99	2637.36		4.59	7.67	66.99%	68.85%	84.26%	22.38%
9000's	737	293	-60.24%	0.00	11.89	#DIV/0!	0.00	0.00	#DIV/0!	#DIV/0!	24.64	#DIV/0!	55.5576	34.2070	#DIV/0!
Total	2,000	2,310	15.50%	275.00	274.89	-0.04%	2757.99	2637.36		7.27	8.40	15.55%	68.85%	84.26%	22.38%
	=,:00	Ridership			Rev. Hours	2.2.170		Rev. Mileage	70		sengers / Ho			n-Time Perf	
Total	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
MHD		40,739	8.51%		2,786	-10.59%	42,222	37,777	-10.53%	12	1 5	21.36%		84.92%	-4.47%
	0.,0	.0,. 00	3.3170	٥,٠	_,. 00	. 5.5570		J.,	. 5.5576	1	. •	5570	30.0073	3	/0

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	Ridership			Rev. Hours (Based on Ridership)			Rev. Mileage			Pas	ssengers / Ho	our	On-Time Perf.			
Paratransit	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	
Fargo	3,019	2,953	-2.19%	1,363.32	1,282.45	-5.93%	18,746.12	20,847.39	11.21%	2.21	2.30	3.98%	84.27%	85.37%	1.31%	
Moorhead	813	689	-15.25%	367.13	299.22	-18.50%	5,048.23	4,864.16	-3.65%	2.21	2.30	3.98%	84.92%	83.74%	-1.39%	
West Fargo	340	439	29.12%	153.54	190.65	24.17%	2,111.19	3,099.22	46.80%	2.21	2.30	3.98%	88.95%	84.84%	-4.62%	
Dilworth	50	54	8.00%	22.58	23.45	3.86%	310.47	381.23	22.79%	2.21	2.30	3.98%	82.00%	76.09%	-7.21%	
Total	4,222	4,135	-2.06%	1,906.57	1,795.78	-5.81%	26216.00	29192.00	19.29%	2.21	2.30	3.98%	85.04%	82.51%	-2.98%	
		Ridership		Rev. Hours	s (Based on	Ridership)		Rev. Mileage		Pas	ssengers / Ho	our		On-Time Perf.		
Senior Ride	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	
Dilworth	36	53	47.22%	23.96	35.29	47.30%	251	369	47.09%	1.50	1.50	-0.06%			N/A	
Moorhead	769	705	-8.32%	511.79	469.46	-8.27%	5,355	4,905	-8.40%	1.50	1.50	-0.06%			N/A	
Total	805	758	-5.84%	535.75	504.75	-5.79%	5,606	5,274	-5.92%	1.50	1.50	-0.06%	0	0	N/A	

COLLEGE RIDERSHIP ON MATBUS

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Fare Count				Custome	er Type		
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2016	August	941	2,423	8,755	37,404	112	49,635
	September	1,054	3,152	8,187	79,884	239	92,516
	October	1,242	2,686	8,291	83,803	277	96,299
	November	1,124	2,595	7,164	76,205	263	87,351
	December	816	2,250	5,363	48,360	177	56,966
2016 Total		5,177	13,106	37,760	325,656	1,068	382,767
2017	January	883	3,375	5,973	80,190	250	90,671
	February	885	2,902	6,086	87,062	312	97,247
	March	1,094	2,736	6,914	76,545	232	87,521
	April	911	2,757	6,110	62,802	255	72,835
	May	825	1,901	4,773	26,885	183	34,567
	June	817	1,690	3,727	6,663	216	13,113
	July	892	1,453	2,931	6,111	144	11,531
2017 Total		6,307	16,814	36,514	346,258	1,592	407,485
Grand Total 20	016-17	11,484	29,920	74,274	671,914	2,660	790,252

2017-18							
Fare Count				Custome	er Type		
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2017	August	1,095	2,506	6,328	32,788	274	42,991
	September	1,093	3,069	6,520	64,369	459	75,510
	October	1,029	2,785	5,898	78,430	361	88,503
	November	915	2,327	5,701	78,909	283	88,135
	December	633	1,670	4,511	40,538	287	47,639
2017 Total		4,765	12,357	28,958	295,034	1,664	342,778
2018	January	828	2,205	6,020	73,910	206	83,169
	February	890	2,141	6,155	82,337	210	91,733
	March	1,038	2,748	6,716	57,755	271	68,528
	April	997	2,921	6,454	69,182	212	79,766
	May	747	2,069	5,110	21,093	172	29,191
	June	908	2,343	4,154	5,569	189	13,163
	July	917	2,167	4,002	5,347	155	12,588
2018 Total	•	6,325	16,594	38,611	315,193	1,415	378,138
Grand Total 2	017-18	11,090	28,951	67,569	610,227	3,079	720,916

% CHANGE

% CHANGE							
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2016-17	August	16%	3%	-28%	-12%	145%	-13%
	September	4%	-3%	-20%	-19%	92%	-18%
	October	-17%	4%	-29%	-6%	30%	-8%
	November	-19%	-10%	-20%	4%	8%	1%
	December	-22%	-26%	-16%	-16%	62%	-16%
2016-17 Total		-8%	-6%	-23%	-9%	56%	-10%
2017-18	January	-6%	-35%	1%	-8%	-18%	-8%
	February	1%	-26%	1%	-5%	-33%	-6%
	March	-5%	0%	-3%	-25%	17%	-22%
	April	9%	6%	6%	10%	-17%	10%
	May	-9%	9%	7%	-22%	-6%	-16%
	June	11%	39%	11%	-16%	-13%	0%
	July	3%	49%	37%	-13%	8%	9%
2017-18 Total		0%	-1%	6%	-9%	-11%	-7%
Grand Total		-3%	-3%	-9%	-9%	16%	-9%

NOTES:

Includes NDSU Circulator Routes

Concordia Ridership on MATBUS

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	% Change
August	174	498	860	1,082	1,007	1,461	1,010	997	759	772	1,008	975	831	941	1,095	16%
September	1,276	833	1,509	1,872	1,206	2,513	1,695	1,491	1,519	1,320	991	1,083	1,298	1,054	1,093	4%
October	1,406	883	1,437	1,623	1,363	2,274	1,427	1,420	1,468	1,358	990	1,194	1,287	1,242	1,029	-17%
November	1,301	1,219	1,329	1,419	1,330	1,891	1,131	1,110	1,413	1,122	1,054	1,120	951	1,124	915	-19%
December	1,383	1,081	1,249	1,151	1,183	1,642	1,183	1,003	1,259	696	924	1,026	969	816	633	-22%
TOTAL	5,540	4,514	6,384	7,147	6,089	9,781	6,446	6,021	6,418	5,268	4,967	5,398	5,336	5,177	4,765	-8%
January	1,568	1,316	1,580	1,729	1,809	1,942	1,425	1,244	1,317	1,030	1,008	1,336	1,337	883	828	-6%
Feburary	1,437	1,182	1,291	1,624	1,792	1,933	1,406	1,218	1,391	1,096	1,093	1,320	1,345	885	890	1%
March	1,517	1,698	1,371	1,565	1,805	1,716	1,604	1,488	1,508	1,316	1,188	1,349	1,508	1,094	1,038	-5%
April	1,293	1,293	1,263	1,265	2,123	1,687	1,430	1,423	1,135	1,368	1,089	1,115	1,346	911	997	9%
May	602	1,109	1,389	726	1,712	1,273	1,002	688	780	902	642	779	1,141	825	747	-9%
June	451	651	1,314	700	1,580	1,187	919	844	766	720	631	654	922	817	908	11%
July	380	599	1,166	796	1,327	999	935	676	617	817	442	705	730	892	917	3%
TOTAL	7,248	7,848	9,374	8,405	12,148	10,737	8,721	7,581	7,514	7,249	6,093	7,258	8,329	6,307	6,325	0%
GRAND TOTAL	12.788	12,362	15.758	15,552	18,237	20,518	15.167	13,602	13,932	12,517	11,060	12.656	13.665	11,484	11,090	-3%

NOTE: Concordia began subsidizing evening taxi rides in Fall 2004.

In March & April 2009, due to a historic flood and two blizzards, all schools and colleges were closed for two-weeks.

M|State Ridership on MATBUS

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	% Change
August		934	1,151	1,925	2,233	2,187	2,482	3,485	3,566	3,444	2,861	2,280	2,423	2,506	3%
September		1,497	2,147	3,125	4,000	3,407	4,275	5,783	5,250	4,689	4,487	3,542	3,152	3,069	-3%
October		1,517	1,761	3,150	3,769	2,560	2,905	4,589	5,112	4,531	4,024	2,876	2,686	2,785	4%
November		1,269	1,573	2,511	3,016	2,049	2,619	4,271	4,293	4,187	2,857	2,643	2,595	2,327	-10%
December		913	1,402	2,049	2,665	1,722	1,999	2,937	3,278	3,371	2,586	2,330	2,250	1,670	-26%
TOTAL	-	6,130	8,034	12,760	15,683	11,925	14,280	21,065	21,499	20,222	16,815	13,671	13,106	12,357	-6%
January	373	1,694	2,254	2,747	3,111	2,824	4,355	3,485	3,928	3,861	3,398	2,631	3,375	2,205	-35%
Feburary	726	1,893	1,782	3,218	2,884	3,168	4,179	5,783	4,184	3,998	3,175	3,110	2,902	2,141	-26%
March	811	1,531	1,585	2,669	1,965	3,216	3,756	4,589	4,145	3,982	3,294	2,681	2,736	2,748	0%
April	789	1,320	1,481	2,997	2,729	3,089	3,874	4,271	4,915	4,179	3,210	2,784	2,757	2,921	6%
May	538	1,270	1,219	2,201	1,970	1,488	2,006	2,937	3,171	2,729	1,794	1,795	1,901	2,069	9%
June	420	754	1,011	2,023	2,006	1,565	2,225	3,110	2,454	2,523	1,696	1,860	1,690	2,343	39%
July	402	604	1,249	2,050	2,018	1,806	1,777	2,691	2,350	2,225	1,727	1,411	1,453	2,167	49%
TOTAL	4,059	9,066	10,581	17,905	16,683	17,156	22,172	26,866	25,147	23,497	18,294	16,272	16,814	16,594	-1%
GRAND TOTAL	4,059	15,196	18,615	30,665	32,366	29,081	36,452	47,931	46,646	43,719	35,109	29,943	29,920	28,951	-3%

M|State joined U-Pass in January 2005.

In March & April 2009, due to a historic flood and two blizzards, all colleges were closed for two-weeks.

MSUM Ridership on MATBUS

	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18 %	6 Change
August	519	2,228	3,241	3,859	5,230	5,548	7,002	7,272	7,818	10,003	8,474	9,181	9,804	8,956	8,755	6,328	-28%
September	2,605	4,887	5,224	6,863	8,283	8,857	10,596	10,519	10,514	10,971	9,177	10,549	11,357	9,990	8,187	6,520	-20%
October	3,845	5,754	5,276	6,269	8,022	9,213	10,514	9,463	9,890	9,959	9,318	11,155	12,250	9,230	8,291	5,898	-29%
November	3,318	4,768	5,120	5,594	7,067	8,190	8,157	8,418	8,966	9,381	9,033	10,650	10,788	8,644	7,164	5,701	-20%
December	3,118	4,050	3,624	4,388	5,512	6,816	6,820	6,923	6,950	7,217	7,100	8,660	10,215	7,306	5,363	4,511	-16%
TOTAL	13,405	21,687	22,485	26,973	34,114	38,624	43,089	42,595	44,138	47,531	43,102	50,195	54,414	44,126	37,760	28,958	-23%
-																	
January	3,860	5,158	5,238	5,711	7,735	9,097	8,235	8,163	9,499	10,217	8,410	9,490	10,238	7,984	5,973	6,020	1%
Feburary	4,561	5,649	5,297	6,612	7,607	9,414	9,088	9,246	9,758	10,424	9,696	10,766	11,309	8,153	6,086	6,155	1%
March	3,882	5,166	5,084	5,703	7,492	8,509	6,762	8,004	9,161	10,185	9,661	10,234	10,665	8,221	6,914	6,716	-3%
April	3,627	5,240	4,741	5,401	6,755	8,643	8,065	7,521	8,741	7,599	10,727	10,420	10,108	8,304	6,110	6,454	6%
May	2,342	3,206	3,130	3,841	4,539	5,712	6,106	5,534	6,382	5,834	8,091	8,354	7,187	6,435	4,773	5,110	7%
June	1,587	2,015	2,477	3,041	3,416	4,867	4,392	4,496	4,965	5,106	5,348	6,685	6,326	5,552	3,727	4,154	11%
July	1,609	1,774	1,827	2,544	3,166	5,032	4,399	4,309	5,124	4,694	5,215	6,300	5,265	4,834	2,931	4,002	37%
TOTAL	21,468	28,208	27,794	32,853	40,710	51,274	47,047	47,273	53,630	54,059	57,148	62,249	61,098	49,483	36,514	38,611	6%
GRAND TOTAL	34,873	49,895	50,279	59,826	74,824	89,898	90,136	89,868	97,768	101,590	100,250	112,444	115,512	93,609	74,274	67,569	-9%

In March & April 2009, due to a historic flood and two blizzards, all colleges were closed for two-weeks. In August 2011, MSUM Faculty & Staff were removed from the U-Pass Contract by MSUM. In 2016, extensive construction projects on Main Avenue, 8th Street and 20th Street, affected routes.

NDSU Ridership on MATBUS

	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	% Change
August	1,699	3,839	4,940	12,084	11,509	15,644	22,132	20,545	42,422	46,847	46,646	48,503	34,245	33,761	34,709	37,404	32,788	-12%
September	9,821	9,841	16,840	35,547	28,243	33,243	38,095	54,792	103,815	112,275	98,197	77,467	94,661	97,731	90,781	79,884	64,369	-19%
October	6,666	12,834	21,100	33,092	33,838	39,330	45,952	62,019	113,307	95,482	94,445	101,281	111,851	107,257	99,083	83,803	78,430	-6%
November	5,267	11,806	20,617	30,307	31,871	34,945	41,546	53,614	89,089	90,353	90,398	84,619	89,399	86,700	89,104	76,205	78,909	4%
December	4,657	9,564	17,477	21,023	22,459	20,008	21,996	47,916	74,939	63,584	54,733	41,657	78,813	71,060	65,642	48,360	40,538	-16%
TOTAL	28,110	47,884	80,974	132,053	127,920	143,170	169,721	238,886	423,572	408,541	384,419	353,527	408,969	396,509	379,319	325,656	295,034	-9%
January	7,360	14,180	24,043	34,798	35,244	44,983	61,186	62,296	81,555	97,825	99,126	100,652	84,647	79,193	73,988	80,190	73,910	-8%
Feburary	7,481	19,216	30,980	35,554	45,295	47,596	65,847	77,281	112,859	110,761	110,191	94,928	113,325	109,899	92,222	87,062	82,337	-5%
March	7,192	16,400	25,270	29,508	37,765	37,529	40,447	39,797	104,592	96,027	83,120	71,673	83,219	84,681	68,037	76,545	57,755	-25%
April	8,454	14,783	21,413	29,906	25,802	33,600	52,028	53,006	78,834	85,360	78,208	95,137	95,179	81,164	79,883	62,802	69,182	10%
May	3,733	6,961	9,405	12,624	11,485	14,638	17,749	31,649	39,959	38,417	32,278	32,420	48,969	39,581	29,479	26,885	21,093	-22%
June	2,411	2,962	3,127	3,504	3,786	5,455	8,102	11,407	13,299	12,187	10,506	12,537	13,333	11,888	9,206	6,663	5,569	-16%
July	1,867	3,037	3,246	3,278	3,135	4,986	7,925	10,866	13,039	10,501	10,433	11,644	12,562	11,263	7,727	6,111	5,347	-13%
TOTAL	38,498	77,539	117,484	149,172	162,512	188,787	253,284	286,302	444,137	451,078	423,862	418,991	451,234	417,669	360,542	346,258	315,193	-9%
GRAND TOTAL	66,608	125,423	198,458	281,225	290,432	331,957	423,005	525,188	867,709	859,619	808,281	772,518	860,203	814,178	739,861	671,914	610,227	-9%

NOTES:

2004 ridership was adjusted to include Route 31, which did not have an electronic farebox.

Semester pass ridership is included in NDSU totals as most are sold to NDSU faculty.

In March & April 2009, due to a historic flood and two blizzards, all schools and colleges were closed for two-weeks.

NDSU circulators are total riders and not just TTP34 or Key 1

All ridership corrected from Jan 2017 forward, all 2016 and previous ridership has been reported as actuals and will remain the same.

NDSCS Ridership on MATBUS

	2015-16	2016-17	2017-18	% Change
August	0	112	274	145%
September	0	239	459	92%
October	0	277	361	30%
November	0	263	283	8%
December	0	177	287	62%
TOTAL	0	1,068	1,664	56%
January	148	250	206	-18%
Feburary	429	312	210	-33%
March	149	232	271	17%
April	171	255	212	-17%
May	103	183	172	-6%
June	96	216	189	-13%
July	96	144	155	8%
TOTAL	1,192	1,592	1,415	-11%
GRAND TOTAL	1,192	2,660	3,079	16%

NDSCS joined U-Pass on January 25, 2016.

COLLEGE RIDERSHIP ON MATBUS

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Fare Count		Customer Type					
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2017	August	1,095	2,506	6,328	32,788	274	42,991
	September	1,093	3,069	6,520	64,369	459	75,510
	October	1,029	2,785	5,898	78,430	361	88,503
	November	915	2,327	5,701	78,909	283	88,135
	December	633	1,670	4,511	40,538	287	47,639
2017 Total		4,765	12,357	28,958	295,034	1,664	342,778
2018	January	828	2,205	6,020	73,910	206	83,169
	February	890	2,141	6,155	82,337	210	91,733
	March	1,038	2,748	6,716	57,755	271	68,528
	April	997	2,921	6,454	69,182	212	79,766
	May	747	2,069	5,110	21,093	172	29,191
	June	908	2,343	4,154	5,569	189	13,163
	July	917	2,167	4,002	5,347	155	12,588
2018 Total	•	6,325	16,594	38,611	315,193	1,415	378,138
Grand Total 2017-18		11,090	28,951	67,569	610,227	3,079	720,916

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2010-19							
Fare Count		Customer Type					
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2018	August	1,020	3,282	5,305	34,309	221	44,137
	September	898	3,929	5,438	61,644	217	72,126
	October						-
	November						-
	December						-
2018 Total		1,918	7,211	10,743	95,953	438	116,263
2019	January						-
	February						-
	March						-
	April						-
	May						-
	June						-
	July						-
2019 Total		-	-	-	-	-	-
Grand Total 2018-19		1,918	7,211	10,743	95,953	438	116,263

% CHANGE

Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	Grand Total
2017-18	August	-7%	31%	-16%	5%	-19%	3%
	September	-18%	28%	-17%	-4%	-53%	-4%
	October						
	November						
	December						
2017-18 Total							
2018-2019	January						
	February						
	March						
	April						
	May						
	June						
	July						
2018-19 Total							
Grand Total							

NOTES:

Includes NDSU Circulator Routes

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Memorandum

To: MAT Coordinating Board

From: Shaun Crowell, Mobility Manager

Date: October 10, 2018

RE: Paratransit Update

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Paratransit Update: July, August, and September 2018

Paratransit continues to strive to make improvements in all aspects of the service we provide to our riders.

Operations Report overview

In July 2018 compared to 2017, ridership decreased .13%, revenue hours increased 4.53%, revenue mileage increased 17.23%, passengers per hour decreased 4.45%, and on-time performance went up 8.90%

In August 2018 compared to 2017, ridership increased 2.92%, revenue hours increased 6.14%, revenue mileage increased 31.25%, passengers per hour decreased 3.03%, and on-time performance increased 2.13%

In September 2018 compared to 2017, ridership decreased 2.06%, revenue hours decreased 5.26%, revenue mileage increased 19.29%, passengers per hour increased 3.98%, and on-time performance decreased 2.98%

Queue Times Tracking

Paratransit continues to do well in regards to queue times, this is the time callers wait before their call is answered. The standard we strive for is 95% of calls under 3 minutes and 99% of calls under 5 minutes.

July 92% less than 3 minutes and 98% less than 5 minutes August 95% less than 3 minutes and 99% less than 5 minutes September 95% less than 3 minutes and 99% less than 5 minutes

Paratransit Applications

In 2018 I have processed a total of 233 applications for paratransit, this included applications that were approved for full, conditional, temporary eligibility, and denied.

Fixed Route Discount Fare Applications

So far in 2018 the Paratransit Reservationists have processed 373 Discount Fare Applications.

Pilot Program-Sunday Service for Moorhead and Dilworth

Through a pilot program, started in July 2017 Paratransit service on Sunday was expanded to include the cities of Moorhead and Dilworth.

Sunday Trips for Moorhead/Dilworth

 July 2018
 24

 August 2018
 12

 September 2018
 17

To increase awareness, there are flyers posted in the paratransit vehicles reminding passengers of the expanded service on Sunday.

In September we had one Reservationist resign and we are currently in the process of recruiting for that position.

We continue to work on improving the passengers per hour and reducing revenue hours through active dispatching and continuing to put together schedules that balance the needs of our passengers and our fiscal responsibility to be as efficient with our resources as possible.

Memorandum

To: MAT Coordinating Board

From Sage Thornbrugh, Fargo Transit Planner

Taaren Haak, Moorhead Asst. Transit Planner and

Marketing Specialist

Date: October 10, 2018

RE: 2018 MATBUS Promotions Update



Past/Current Events

Downtown Street Fair

The Street Fair took place in downtown Fargo July 19-21. We used this event to promote how easy it is to use LinkFM and other MATBUS fixed routes to get downtown, especially when there's limited parking. There were two extra vehicles on the LinkFM route, with a bus arriving at each stop every 5 minutes.

Features:

- radio ads
- radio booth at the Moorhead Center Mall LinkFM shelter
- handing out free reusable drawstring backpacks, sunscreen, and ice cream/coupons
- social media
- digital web/mobile ads
- \$250 in prizes drawings provided by Midwest Radio

<u>Results:</u> The total ridership this year was 3,961, compared to 4,833 in 2017. LinkFM ridership was lower on Thursday this year, due to significant rainy conditions all day.

LinkFM 2018 Ridership:

- Thursday 521
- Friday 1976
- Saturday 1464

Back to School

MATBUS staff was on campuses throughout summer and fall orientations to promote the U-Pass program to students and parents. We focused on recent technology updates that college students find helpful, including the new MATBUS.com, MATBUS app, TapRide, and Google Maps trip planning.

Features:

- radio ads
- radio remotes
- on-campus giveaways
- grand prize drawing for an "Essential Dorm Survival Kit" (provided by Radio FM Media)
- digital web/mobile ads
- social media
- MATBUS staff present at NDSU summer registration
- MATBUS booths at fall orientations and back-to-school events at NDSU, MSUM, Concordia and M|State
- Bridge Bash

<u>Results:</u> Overall college ridership increased in August 2018 over the previous August by 3 percent. September's college ridership decreased from 2017 by 4 percent.

Future Events

WDAY Trade Agreements

The Cities of Fargo and Moorhead have each recently entered into a trade agreement with Forum Communications (WDAY/ABC). In this trade, WDAY will receive a full bus wrap on one vehicle in each city. Each city will receive the full rental value of the wrap in television advertising on WDAY. This will include running existing MATBUS commercials, as well as new commercial production. These agreements will be in effect for one year, with the option to extend for an additional four years.

Fargo Force Game Night Sponsorship

As part of the City of Fargo's trade agreement with the Fargo Force, MATBUS will host a booth at the October 18 game (vs. Sioux City). At this booth, staff will be present to give away promotional items and provide information about riding MATBUS. MATBUS will also be giving away 40 tickets to the game (10 packs of 4) through a drawing. The drawing box was placed at the GTC for entries, and the drawing was held on October 5.

Try MATBUS Week

Try MATBUS Week will be held October 15-20. The primary focus of this promotion is to encourage new riders to "try MATBUS" by offering half-fare rides Monday-Friday and free rides on Saturday. During this event, we also celebrate Customer Appreciation Day on October 18.

Features:

- radio ads
- digital advertising
- Fargo Monthly/The Extra print advertising
- Digital billboards
- Social media
- Customer Appreciation Day
 - Radio remote
 - Popcorn and water provided at the GTC
 - Stocking hat giveaway

<u>Halloween</u>

We will be handing out free candy on board all fixed route buses on Wednesday, October 31.

Election Day

MATBUS will be offering free rides on Election Day, Tuesday, November 6. All fixed routes will be fare free. Paratransit riders can get free rides to and from polling sites.

Winter Promotion

This promotion will highlight all the ways that MATBUS is helpful for riders during winter months. This includes avoiding wintery road conditions, cold cars, and car maintenance issues.

Features:

- Radio ads
- Social media
- Bus posters

Pangea - Hjemkomst

The Pangea event at the Hjemkomst Center is one of Moorhead's key events for extra service on LinkFM. LinkFM will have an additional bus on the route, and will also extend service earlier in the day to accommodate volunteers and attendees.

Quarter Days

During Quarter Days, passengers can ride MATBUS fixed routes for just 25 cents on key holiday shopping days. This promotion will start on Black Friday, November 23, and continue

each following Saturday through the end of 2018. We will be promoting MATBUS ridership to relieve holiday traffic and parking.

Features:

- Radio ads
- Social media
- Bus posters
- Social media video
- Billboards
- Fargo Monthly/The Extra print advertising