
To: MAT Coordinating Board Members

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

Date: November 26, 2018

RE: MAT Coordinating Board Agenda and Correspondence

**76th Meeting of the
Metro Area Transit Coordinating Board
November 28, 2018 – 8:00 a.m.**

*Fargo City Commission Chambers – 200 3rd Street North, Fargo ND
(Regular Room Location – not the new Fargo City Hall)*

Meeting Agenda

1. Call to Order and Introductions
2. Action Items:
 - a. Presentation of MATBUS Transit Facility Study – Wade Kline, KLJ
 - i. Recommendation to receive Study (**Attachment 1**)– Julie Bommelman and Lori Van Beek
 - b. October 10, 2018 Meeting Minutes (**Attachment 2**)
 - c. Proposed Changes to Service Hours for Routes 6 and 9 (**Attachment 3**) – Lori Van Beek
 - d. 2019 Transit Service Contract with Dilworth (**Attachment 4**) – Lori Van Beek
 - e. 2019 Joint Powers Agreement with Valley Senior Services and Dilworth (**Attachment 5**) – Lori Van Beek
3. Informational Items
 - a. Proposed 2019 Meeting Dates (**Attachment 6**) – Lori Van Beek
 - b. October Operations Reports & College Ridership (**Attachment 7**) – Matthew Peterson and Lori Van Beek
 - c. Paratransit/Mobility Management Update (**Attachment 8**) – Shaun Crowell
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.

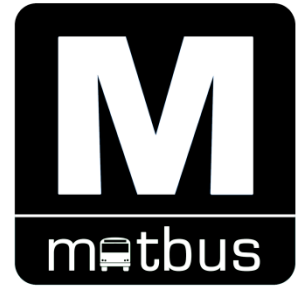
Memorandum

To: MAT Coordinating Board

From: Julie Bommelman, Fargo Transit Director
Lori Van Beek, Moorhead Transit Manager

Date: November 21, 2018

RE: ***MATBUS Transit Facility Study***



The MATBUS Facilities Study is nearing completion by KLJ, Inc. The MATBUS Transit Facility Study was developed to address several short, medium, and long-range facility-related issues facing MATBUS. The study evaluated four primary points of need related to MATBUS facilities: the Metro Transit Garage, the Ground Transportation Center, West Acres and the Marriott. KLJ, Inc. will be updating the MAT Coordinating Board on the study here today.

At this time, we are asking the MAT Coordinating Board to receive the study following the presentation by KLJ, Inc. Any future activities generated as a result of the study would need to be approved by the Fargo City Commission and/or the Moorhead City Council and be funded within the appropriate Mass Transit Budget.

Requested Motion: Recommend to receive the MATBUS Transit Facility Study.

**75th Meeting of the
Metro Area Transit Coordinating Board
October 10, 2018
Fargo Commission Chambers**

Members Present:

Jim Aasness, Dilworth City Council
Steve Fox, MSUM
Paul Grindeland, Metro Senior Ride
Kevin Hanson, Chair
Jackie Maahs, Concordia College
Brit Stevens, NDSU
John Strand, Fargo City Commission
Sara Watson Curry, Moorhead City Council
Larry Weil, City of West Fargo (alternate for Mark Simmons)

Members Absent:

Tony Grindberg, Fargo City Commission
Melissa Fabian, Moorhead City Council
Teresa Stolfus, M|State

Others Present:

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

1. Call to Order and Introductions

Mr. Hanson called the meeting to order, introductions were made, and a quorum was present.

2. Action Items

a. Review and Action on Minutes from July 18, 2018

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

b. Mobile Ticketing and Fare Changes

Mr. Peterson presented the mobile ticketing and fare changes. He discussed a couple of options for mobile ticketing applications so that people could purchase their transit fare from a cell phone. There was a general discussion on how the mobile ticketing would initially work, evolve, and how it could affect fare prices.

A motion to approve staff look into new fare prices to cover the cost of mobile ticketing was made by Mr. Strand and seconded by Mr. Aasness. The motion was voted on and unanimously approved.

c. Increase Agency Rate for Paratransit

Ms. Bommelman presented information on the agency rate increase for paratransit.

A motion approve the current agency rate of \$25.00 be increased to \$38.00 effective January 1, 2019 was made by Mr. Aasness and seconded by Mr. Grindeland. The motion was voted on and unanimously approved.

d. Update on First Transit Contract

Ms. Van Beek and Ms. Bommelman presented information on a contract update with First Transit. She discussed a few changes that First Transit proposed and that the contracted services did go up less than two percent. Paul Buharin, Region Vice President of First Transit, discussed some of the largest hurdles the company has faced in Fargo-Moorhead, and how they plan to address those concerns. Mr. Peterson brought up some other concerns that did not pertain only to drivers, but other aspects of their contract. Matt Dooley, General Manager of First Transit in Fargo, answered some questions about how many drivers apply for positions, and how many are hired.

A motion to recommend 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 to the Fargo City Commission and Moorhead City Council was made by Ms. Watson Curry and seconded by Mr. Weil. The motion was voted on and unanimously approved.

3. Informational Items

a. Update on MATBUS Transit Authority Study

Mr. Maddox provided an update on the MATBUS Transit Authority Study and the necessity to look at how funding sources may change when the FM Metro COG inevitably becomes an Transportation Management Area.

b. Potential Location of Jefferson Lines at the GTC

Mr. Peterson presented information about how Jefferson Lines approached MATBUS regarding renting some space at the GTC.

c. Fare and Service Change Policy Update

Ms. Van Beek presented the fare and service change policy update.

d. Operations Reports and Ridership

Mr. Peterson presented the operations and ridership reports.

e. Paratransit and Mobility Management Update

Mr. Crowell presented the paratransit and mobility management update..

f. Marketing Activities Update / Advertising Trade with WDAY

Mr. Thornbrugh and Ms. Haak gave an update on marketing activities and the advertising trade with WDAY.

4. Other Business

Hearing no other business Mr. Hanson adjourned the meeting at 9:19 AM.

MATBUS ROUTE ANALYSIS

ROUTE 6 (DILWORTH) AND ROUTE 9 (SOUTHEAST MOORHEAD)

Introduction and Background

Routes 6, which serves the city of Dilworth, and Route 9, which serves southeast Moorhead, were started in 2014. The two routes are interlined and share one bus. Each route is 30 minutes long with hourly frequency. The two routes pulse out of the Dilworth Walmart Hub, where they connect with Route 4 which travels to downtown Moorhead to the Ground Transportation Center main Fargo-Moorhead transfer Hub. A copy of the current maps and timetables are included in Exhibit 1.

TPD Recommendations

The 2016-2020 Transit Development Plan recommended that Route 9 hub from the Marriott rather than Walmart. However, utilizing Remix route planning software, the trip length was too long to both hub from the Marriott and make transfers or connect at the Walmart. Disconnecting Route 9 from Route 6 would require several bus routes adding route pieces to interlining, which could be very confusing for passengers. The TDP recommended that in the future as multi-family residential and businesses expand along Center Avenue in Moorhead, Route 6 should become a 60-minute route that travels from Dilworth to the GTC Hub.

Ridership Data

Monthly operations reports are completed to track ridership, rides per hour and on-time performance, with comparison to the previous year. Reports have indicated that Route 9 has been decreasing in ridership and on-time performance. This could be affected by the closing of a major employment and retail business, Sam's Club. Route 6 has been growing at a slow but steady pace since inception. In addition, passengers on Route 6 have been asking for service later in the evening.

Exhibit 2 provides the Operations Report data for January-June 2018. As shown, Route 6 is up 11.43% and Route 9 is down 16.98% compared to the same period in 2017.

By Time and Day of the Week

To determine how these two routes are performing, an analysis was done of ridership by time of day, day of week and bus stop location. A typical week when college was in session was selected for review.

As shown in Exhibit 1, Route 9 has one-third the weekly ridership of Route 6. Also, Route 9 showed no riders on the first trip of the day, and only 3 riders on the last trip of the day during a one-week period.

Passenger Survey Results

The Moorhead Transit Manager met with the Dilworth City Council to determine if they were interested in adding one or two trips per day to Route 6 service hours. The service would be removed from Route 9 since the two routes are interlined. Since Dilworth was interested in adding two trips in 2019, a draft survey was created. In October 2018, the survey was conducted through Constant Contact to our Rider Alert Email listing, and paper surveys were distributed onboard buses for Routes 6 and 9 for a one-week period.

The survey results are included in Exhibit 3. 30 riders completed the survey, and of these 12 do not ride Routes 6 and 9. Those who ride appear to ride both routes – 11 on Route 6 and 16 on Route 9. Daily riders were limited to one on Route 6 and two on Route 9.

Comments received indicated that usage would increase if buses were every 30-minutes rather than 60 minutes. Route 9 would increase usage if the bus traveled to the Marriott Hub. Route 9 should travel further south to Village Green and the Industrial Park. Service is needed later at night and on Sundays.

Alternatives

Alternative #1: With low usage on the first and last trips of Route 9 at 6:10 a.m. (zero rides per week) and 6:10 p.m. (3 rides per week), the trips could be moved Route 6. To not affect the 7:10 a.m. commute on Route 9 (4 riders per week), the trips could be both added to evening service on Route 6 at 6:10 p.m. and 6:40 p.m.

Alternative #2: Another alternative would be to remove the first two trips of Route 9 at 6:10 a.m. and 7:10 a.m. to Route 6 at 7:10 a.m. and 6:10 p.m. However, this alternative affects approximately four morning commute riders on Route 9.

Alternative #3: Route 6 and 9 could switch timetables. The 6:10 a.m. trip could then be switched to 6:40 p.m. or eliminated.

Conclusion and Recommendation

The Transit staff is recommending consideration of Alternative 1, moving the first and last trips of Route 9 to the last two trips on Route 6. At this time, we are not recommending any changes to Saturday service, which starts one hour later.

In the future, should Center Avenue develop to the point that fixed route service is needed, the two routes could be separated. At that time, southeast Moorhead could be better served by TapRide service, which is a demand response service similar to Uber or Lyft, but with a bus. The rides are provided within a defined zone and to a major hub, such as the Marriott. This service can be operated by a smaller vehicle with a tablet, which would decrease the cost for fuel.

Under the MATBUS Route and Service Changes Policy, the changes affect less than 25% of the service hours. Therefore, the changes can be approved by Council resolution and no public hearing is required.

Route 6: 2 trips or one hour out of 11.5 hours = 8.9%

Route 9: 2 trips or one hour out of 12.5 hours = 8.0%



6

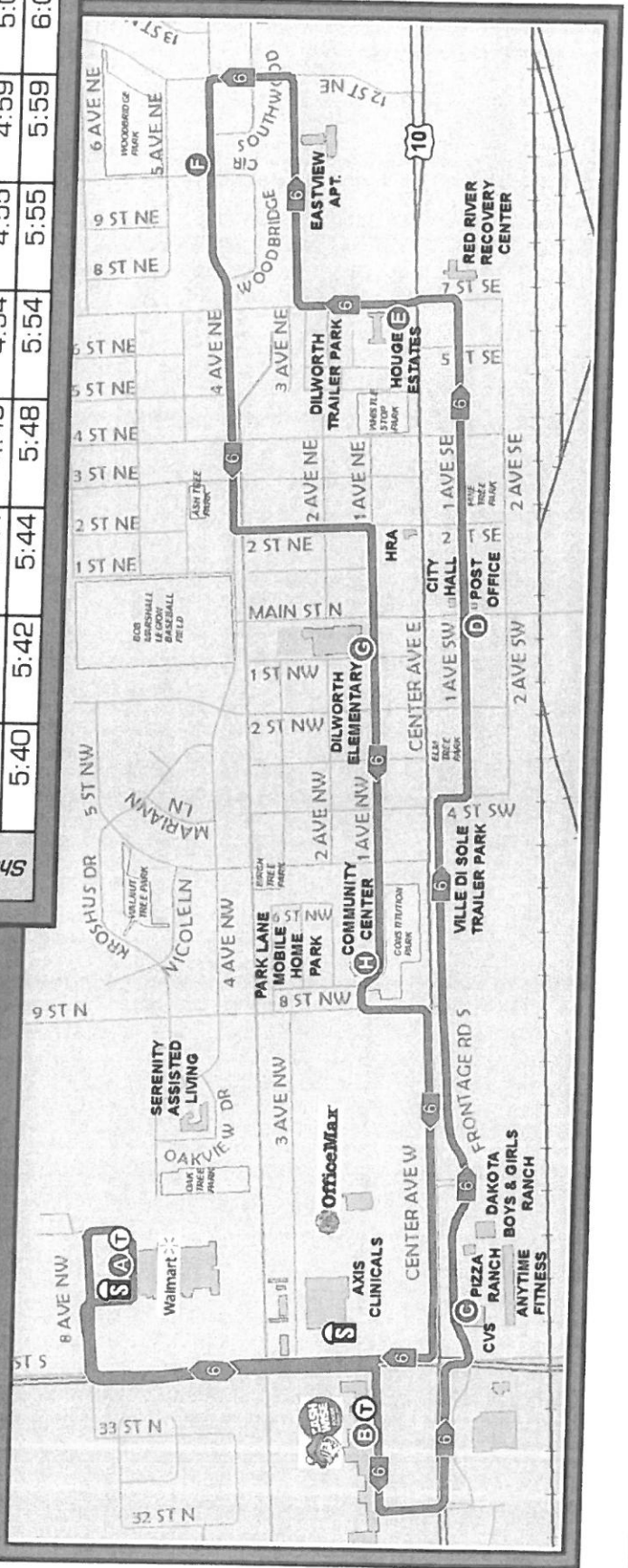


Walmart, Cashwise, CVS Pharmacy
 Houge Estates, Dilworth Elementary

Walmart	Cashwise	CVS Pharmacy	City Hall	Departs Houge Estates	4th Ave NE & Woodridge Dr	Dilworth Elementary	Community Center	Walmart	
T	A	B	C	D	E	F	G	H	A
6:40	6:42	6:44	6:48	6:54	6:55	6:59	7:00	7:06	
7:40	7:42	7:44	7:48	7:54	7:55	7:59	8:00	8:06	
8:40	8:42	8:44	8:48	8:54	8:55	8:59	9:00	9:06	
9:40	9:42	9:44	9:48	9:54	9:55	9:59	10:00	10:06	
10:40	10:42	10:44	10:48	10:54	10:55	10:59	11:00	11:06	
11:40	11:42	11:44	11:48	11:54	11:55	11:59	12:00	12:06	
12:40	12:42	12:44	12:48	12:54	12:55	12:59	1:00	1:06	
1:40	1:42	1:44	1:48	1:54	1:55	1:59	2:00	2:06	
2:40	2:42	2:44	2:48	2:54	2:55	2:59	3:00	3:06	
3:40	3:42	3:44	3:48	3:54	3:55	3:59	4:00	4:06	
4:40	4:42	4:44	4:48	4:54	4:55	4:59	5:00	5:06	
5:40	5:42	5:44	5:48	5:54	5:55	5:59	6:00	6:06	

Shaded areas do not run on Saturdays.

Route 6



DILWORTH ROUTE 6
APRIL 02, 2018 - APRIL 07, 2018

<u>Trip Times</u>	<u>Ridership</u>
6:40-7:06	7
7:40-8:06	18
8:40-9:06	28
9:40-10:06	34
10:40-11:06	36
11:40-12:06	27
12:40-1:06	34
1:40-2:06	23
2:40-3:06	26
3:40-4:06	27
4:40-5:06	33
5:40-6:06	18
TOTAL	<u>311</u>

MONDAY	59
TUESDAY	52
WEDNESDAY	59
THURSDAY	50
FRIDAY	46
SATURDAY	45
TOTAL	<u>311</u>

DILWORTH ROUTE 6

SATURDAY, APRIL 7, 2018

<u>Trip Times</u>	<u>Ridership</u>
7:40-8:06	2
8:40-9:06	3
9:40-10:06	9
10:40-11:06	9
11:40-12:06	4
12:40-1:06	4
1:40-2:06	4
2:40-3:06	6
3:40-4:06	3
4:40-5:06	5
5:40-6:06	1
TOTAL	<u>50</u>

Route 6 - Dilworth
Boarding Data by Bus Stop
April 2-7, 2018

Stop #	Location	Boardings
1063	Parking Lot & Cash Wise (At Stop Sign)	31
1109	8th Ave N & near 34th St - Dilworth (Shelter 108 - Walmart Parking Lot Stop Sign)	105
1173	34th St N & 3rd Ave N (Corner NW)	1
1175	Hwy 10 Frontage Road & Pizza Ranch & Boys Ranch (East of Driveway)	1
1177	Hwy 10 Frontage Road & Ville di Sole Trailer Park (East of 2nd Driveway - Southside)	11
1179	1st Avenue SW & Main Street - City Hall & Post Office (Corner SW)	1
1181	1st Avenue SE & 4th Street SE (Corner SW)	1
1182	1st Avenue SE & 5th Street SE (Corner SW)	2
1183	7th Street SE & Center Avenue (Corner SE - Near Electrical Box)	27
1184	Houge Estates & Parking Lot (by Flag Pole)	90
1186	3rd Avenue NE & near 12th St EastView Apartments (East of 3rd Driveway)	1
1190	4th Avenue NE & 3rd St NE (Corner NE)	1
1191	2nd Street NE & 2nd Avenue NE (Corner NW)	4
1192	1st Avenue NW & 1st Street NW (Corner NE by School)	9
1193	1st Avenue NW & 3rd Street NW (Corner NE)	2
1195	1st Avenue NW & 5th Street NW (Corner NE)	29
1196	1st Avenue NW & Near 8th Street NW (North Side By Main Entrance to Community Center)	3
TOTAL		319



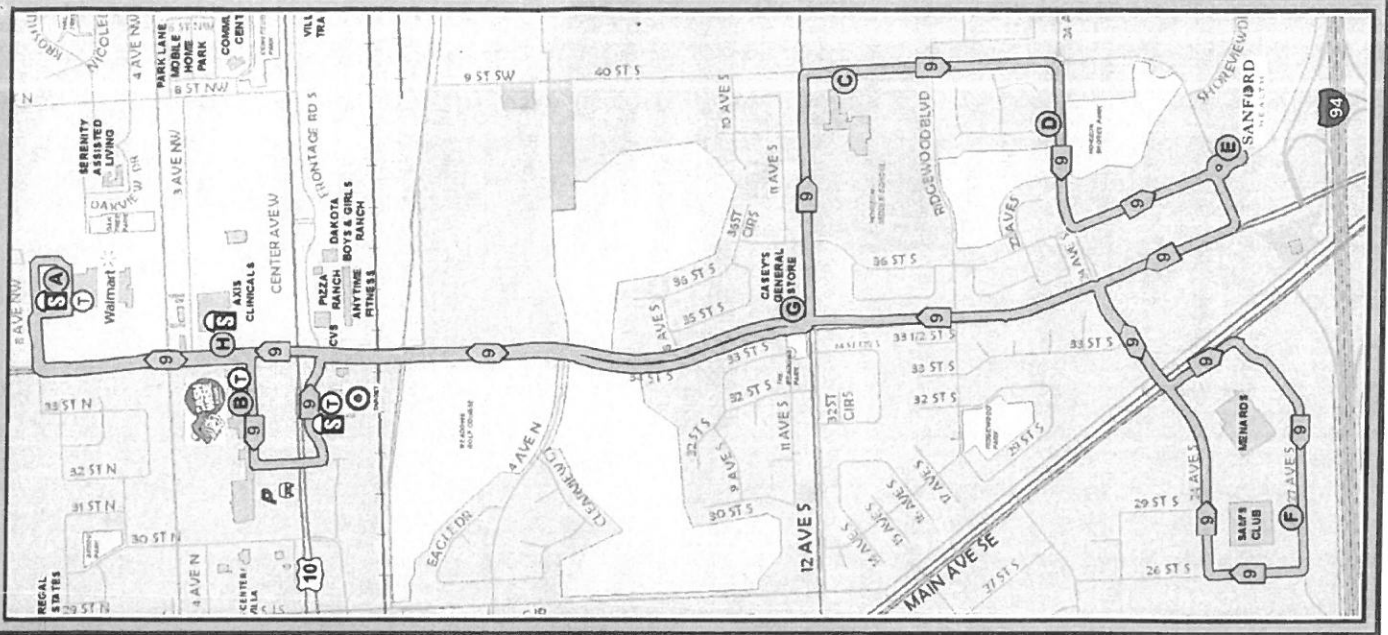
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Walmart, Cashwise, Horizon, Sanford, Menard's, Sam's Club

Walmart	Cashwise	Horizon School	24th Ave & 38th St S	Depart Sanford Medical Center	Sam's Club	Casey's General Store	34th St N Shaker (AXIS)	Walmart
T	A	C	D	E	F	G	H	A
6:10	6:12	6:18	6:19	6:24	6:27	6:32	6:34	6:36
7:10	7:12	7:18	7:19	7:24	7:27	7:32	7:34	7:36
8:10	8:12	8:18	8:19	8:24	8:27	8:32	8:34	8:36
9:10	9:12	9:18	9:19	9:24	9:27	9:32	9:34	9:36
10:10	10:12	10:18	10:19	10:24	10:27	10:32	10:34	10:36
11:10	11:12	11:18	11:19	11:24	11:27	11:32	11:34	11:36
12:10	12:12	12:18	12:19	12:24	12:27	12:32	12:34	12:36
1:10	1:12	1:18	1:19	1:24	1:27	1:32	1:34	1:36
2:10	2:12	2:18	2:19	2:24	2:27	2:32	2:34	2:36
3:10	3:12	3:18	3:19	3:24	3:27	3:32	3:34	3:36
4:10	4:12	4:18	4:19	4:24	4:27	4:32	4:34	4:36
5:10	5:12	5:18	5:19	5:24	5:27	5:32	5:34	5:36
6:10	6:12	6:18	6:19	6:24	6:27	6:32	6:34	6:36

Shaded areas do not run on Saturdays.

Route 9



EVENT REPORT
APRIL 02, 2018 - APRIL 07, 2018
MATBUS
ROUTE 9 - SE MOORHEAD

<u>Trip Times</u>	<u>Ridership</u>
6:10-6:36	0
7:10-7:36	4
8:10-8:36	9
9:10-9:36	4
10:10-10:36	11
11:10-11:36	6
12:10-12:36	14
1:10-1:37	12
2:10-2:36	11
3:10-3:36	11
4:10-4:36	7
5:10-5:36	5
6:10-6:36	3
TOTAL **	<u>97</u>

MONDAY	10
TUESDAY	19
WEDNESDAY	26
THURSDAY	13
FRIDAY	18
SATURDAY	11
TOTAL	<u>97</u>

Route 9 - SE Moorhead
Boarding Data by Bus Stop
April 2-7, 2018

Stop #	Location	Boardings
1063	Parking Lot & Cash Wise (At Stop Sign)	4
1064	Hwy 10 Frontage Rd & Midblock by Target (Shelter 109 SE)	6
1106	34th St N near 2nd Ave (Shelter 107 East)	2
1109	8th Ave N & near 34th St - Dilworth (Shelter 108 - Walmart Parking Lot Stop Sign)	44
1173	34th St N & 3rd Ave N (Corner NW)	1
1200	34th Street N & 3rd Avenue NW (Corner SE)	1
1227	12th Avenue S & 36th Street South (Corner SW)	4
1231	36th St S & 24th Ave S (South side of Apt. building driveway on West side of street.)	16
1233	Sanford Health & Parking Lot (At Entrance)	11
1234	24th Ave S & 33rd St S (Corner NE)	2
1236	27th Ave S. & Menards (Midblock out from main entrance)	1
1237	27th Ave S. & Sam's Club (By Sidewalk Leading from Main Door)	2
1243	34th St S & Near 12th Ave S (North of Driveway to Casey's General Store)	3
	TOTAL	97

MATBUS Transit Operations Report - Jan-Jun 2018

Moorhead	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 1	35,729	44,025	23.22%	1,753.75	2,692.00	53.50%	22,399.52	33,603.03	50.02%	20.37	16.35	-19.73%	92.01%	90.73%	-1.39%
Route 2	51,838	68,336	31.83%	2,137.25	3,066.25	43.47%	30,441.90	42,947.68	41.08%	24.25	22.29	-8.11%	91.17%	85.86%	-5.82%
Route 3	24,883	30,051	20.77%	1,758.00	2,691.60	53.11%	27,676.83	41,689.63	50.63%	14.15	11.16	-21.12%	79.13%	82.81%	4.66%
Route 4	64,957	78,770	21.26%	4,753.50	5,158.00	8.51%	54,196.57	60,216.39	11.11%	13.67	15.27	11.76%	78.08%	82.25%	5.34%
Route 5	23,417	29,783	27.19%	1,754.00	2,695.35	53.67%	25,541.35	38,574.32	51.03%	13.35	11.05	-17.23%	93.40%	88.52%	-5.22%
Route 6	6,613	7,369	11.43%	909.50	907.50	-0.22%	11,798.03	12,110.96	2.65%	7.27	8.12	11.68%	96.95%	95.55%	-1.44%
Route 7	2,125			223.00			3,352.93			9.53			76.35%		
Route 8	8,523			689.50			11,317.92			12.36			82.43%		
Route 9	3,080	2,557	-16.98%	988.00	845.00	-14.47%	16,734.75	17,092.75	2.14%	3.12	3.03	-2.93%	96.75%	92.10%	-4.80%
Total	221,165	260,891	17.96%	14,966.50	18,055.70	20.64%	203,459.80	246,234.76	21.02%	14.78	14.45	-2.22%	87.36%	88.26%	1.03%

Constant Contact Survey Results

Survey Name: Routes 6 and 9 Survey

Response Status: Partial & Completed

Filter: None

11/7/2018 4:55 PM CST

TextBlock:

Moorhead MATBUS is considering adjusting service times for Routes 6 and 9, to better meet demand on each route. These routes share a bus. That means if a trip is added to one route, it's removed from the other. Please answer the following questions to help MATBUS make future decisions.


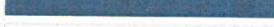
***Do you currently ride Route 6 or Route 9?**

Answer	0%	100%	Number of Response(s)	Response Ratio
Yes - Route 6			11	36.6 %
Yes - Route 9			16	53.3 %
No, I don't ride these routes.			12	40.0 %
Totals			30	100%

***How often do you ride Route 6?**

Answer	0%	100%	Number of Response(s)	Response Ratio
Daily			1	3.3 %
Multiple times a week			5	16.6 %
Weekly			2	6.6 %
Monthly			6	20.0 %
Never			16	53.3 %
No Response(s)			0	0.0 %
Totals			30	100%




*How often do you ride Route 9?

Answer	0%	100%	Number of Response(s)	Response Ratio
Daily			2	6.6 %
Multiple times a week			3	10.0 %
Weekly			5	16.6 %
Monthly			7	23.3 %
Never			13	43.3 %
No Response(s)			0	0.0 %
Totals			30	100%





*Route 6 currently begins service at 6:40am. If it began later at 7:10am, how would that affect you?

Answer	0%	100%	Number of Response(s)	Response Ratio
Positively			0	0.0 %
Negatively			2	6.6 %
Would not affect me			18	60.0 %
Not sure			10	33.3 %
No Response(s)			0	0.0 %
Totals			30	100%

*Route 6 currently begins service at 6:40am, with the next trip at 7:40am. If we added another trip at 7:10am, how would that affect you?

Answer	0%	100%	Number of Response(s)	Response Ratio
Positively			5	16.6 %
Negatively			0	0.0 %
Would not affect me			18	60.0 %
Not sure			7	23.3 %
No Response(s)			0	0.0 %
Totals			30	100%

*Route 6 currently ends service at 5:40pm. If it ended later at 6:10pm, how would that affect you?

Answer	0%	100%	Number of Response(s)	Response Ratio
Positively			8	26.6 %
Negatively			1	3.3 %
Would not affect me			15	50.0 %
Not sure			6	20.0 %
No Response(s)			0	0.0 %
Totals			30	100%

*Route 9 currently begins service at 6:10am. If it began later at 7:10am, how would that affect you?

Answer	0%	100%	Number of Response(s)	Response Ratio
Positively			2	6.6 %
Negatively			3	10.0 %
Would not affect me			20	66.6 %
Not sure			5	16.6 %
No Response(s)			0	0.0 %
Totals			30	100%

*Route 9 currently ends service at 6:40pm. If it ended earlier at 5:40pm, how would that affect you?

Answer	0%	100%	Number of Response(s)	Response Ratio
Positively			2	6.6 %
Negatively			9	30.0 %
Would not affect me			16	53.3 %
Not sure			3	10.0 %
No Response(s)			0	0.0 %
Totals			30	100%

*Where do you travel on Routes 6 and 9?

Answer	0%	100%	Number of Response(s)	Response Ratio
Work			8	26.6 %
Home			11	36.6 %
School			4	13.3 %
Clinic/Hospital			10	33.3 %
Grocery Store			14	46.6 %
Shopping			15	50.0 %
Bar/Restaurant			7	23.3 %
Sporting Event			2	6.6 %
Arts Events (theater, concerts, etc.)			3	10.0 %
I don't ride these routes.			10	33.3 %
Other			4	13.3 %
Totals			30	100%

*Is there anything you would like to improve or change on Route 6 and/or Route 9? Explain below.

29 Response(s)

What is your annual household income?

Answer	0%	100%	Number of Response(s)	Response Ratio
<\$10,000			8	26.6 %
\$10,000-\$29,999			8	26.6 %
\$30,000-\$49,999			2	6.6 %
\$50,000-\$69,999			2	6.6 %
\$70,000-\$99,999			2	6.6 %
>\$100,000			0	0.0 %
Prefer not to answer			7	23.3 %
No Response(s)			1	3.3 %
Totals			30	100%

What is your ethnicity?

Answer	0%	100%	Number of Response(s)	Response Ratio
African American			0	0.0 %
Asian			0	0.0 %
Caucasian			17	56.6 %
Hispanic			0	0.0 %
Native American			1	3.3 %
Pacific Islander			0	0.0 %
Other			4	13.3 %
Prefer not to answer			7	23.3 %
No Response(s)			1	3.3 %
Totals			30	100%

What is your age?

Answer	0%	100%	Number of Response(s)	Response Ratio
17 or younger			1	3.3 %
18-24			1	3.3 %
25-34			3	10.0 %
35-44			6	20.0 %
45-54			8	26.6 %
55-64			8	26.6 %
65 or older			2	6.6 %
No Response(s)			1	3.3 %
Totals			30	100%

Please share any additional comments.

11 Response(s)

Constant Contact Survey Results

Survey Name: Routes 6 and 9 Survey
Response Status: Partial & Completed
Filter: None
Nov 07, 2018 4:37:39 PM

9. Where do you travel on Routes 6 and 9? - Other responses

Answer

Friends homes, Church, out to eat,
political events
visiting
nothing specified

10. Is there anything you would like to improve or change on Route 6 and/or Route 9? Explain below. - Responses

Answer

I actually make a point not to ride those routes as they only run once every hour and are often late. More people might ride if it they had more frequent, on time service.
Nothing at the moment

It would be great if they picked up at the Marriott so I didn't have to transfer from another bus
N/A

Nope

Longer hours and extend 9 into village green walking across to the interstate is not good at all
Just reassurance that 6 and 4 would wait for each other at the dilworth walmart.

Or Route 6 and 3 would wait for each other at cashwise.

route 6 should be its own bus so people can use the bus more

Have them each run every half hour instead of every hour

I think it is great that MAT bus is expanding to the Dilworth area! It opens a lot more options for getting around to those areas that are hard to commute to without a car :)

Longer service is always good as would be Sunday service.

No

Let them run all nite long or atleast till 2am

These changes would not affect me.

No. Don't use them

no

A later end time would greatly help me.

No.

Longer hours for route 9

No

none

Add a total of 2 buses which would improve the service to every 1/2 hr. would be a positive improvement of service. Possible improvement of later end of service would increase ridership for individuals living in the Dilworth community.

Routes seem fine to me. Only thing I may do, is interlock them with a south Moorhead bus if that could be worked out.

no
no

free beer
late service til 8pm
longer services for Route 9
no

14. Please share any additional comments. - Responses

Answer

N/A

None

Please consider adding another FM Link bus, or something like an express shuttle that only stops at marked locations. Hit popular spots like grocery stores, Target, Rourke, Library, parking ramp, etc. This would be a very popular route, especially on weekends!

Also, consider adding Sunday service for routes 2, 4, and 5- something that runs hourly or even just during local business hours would be amazing.

Thank you!

I'd like to see expanded service in the evenings for all routes and Sunday service.

Please put heaters in your bus shelters..it is very cold winter here

:o)

I think Fargo and Moorhead should have come limited Sunday Service--utilizing just some main routes. This is supposed to be a PUBLIC service--however, only paratransit runs--and that is NOT serving everyone!

Do not take these routes out. It would be wonderful to keep them in some way.

Half price after 4pm! .75

Bus drivers don't need to be so rude

It would be nice is the number 6 stop running at 6:10 because you can get alot of stuff done

You have courteous, kind drivers

Memorandum

To: MAT Coordinating Board
From: Lori Van Beek, Moorhead Transit Manager
Date: November 20, 2018
RE: *Dilworth Transit Service 2019 Contract*



Beginning in January 2014, the City of Moorhead began operations of MATBUS Fixed Route service in the city of Dilworth. Dilworth is interested in continuing this service in 2019, in addition to continuing the complementary services of Metro Senior Ride and MAT Paratransit for persons with disabilities.

As mentioned previously in the MATBUS Route Analysis of Route 6 (Dilworth) and Route 9 (Southeast Moorhead), Dilworth City Council expressed interest in adding service to Route 6. Two trips were added to the Dilworth's 2019 Fixed Route Contract to reflect moving low demand trips from Route 9 to Route 6.

Monthly operations reports are completed to track ridership, rides per hour and on-time performance, with comparison to the previous year. Reports have indicated that Route 9 has been decreasing in ridership and on-time performance. This could be affected by the closing of a major employment and retail business, Sam's Club. Route 6 has been growing at a slow but steady pace since inception. In addition, passengers on Route 6 have been asking for service later in the evening.

The City of Moorhead's grant applications to the State of Minnesota again included these operating costs and funding was approved by MN/DOT for all services. The attached draft agreement provides for Dilworth reimbursement of costs for the continuance of the fixed route and also reflects Dilworth's share of costs for complementary service to persons with disabilities and senior citizens through support of MAT Paratransit and Metro Senior Ride.

Recommended Motion: Recommend to the Moorhead City Council approval a contract with the City of Dilworth to specify the terms and conditions by which the City of Dilworth will remit funds to the City of Moorhead for the provision of MATBUS Fixed Route, MAT Paratransit and Metro Senior Ride services during calendar year 2019.

**OPERATIONAL CONTRACT
BETWEEN THE CITY OF MOORHEAD
AND THE CITY OF DILWORTH FOR TRANSIT SERVICES**

THIS CONTRACT, between the City of Moorhead, a municipal corporation of the State of Minnesota, hereinafter referred to as MOORHEAD, and the City of Dilworth, a municipal corporation of the State of Minnesota, hereinafter referred to as DILWORTH, specifies the procedures, conditions and agreements between the parties for the operation of a transit system within the City of Dilworth, Minnesota.

WHEREAS, DILWORTH perceives a definite need for continued daily bus service for residents of the community, and since the parties to this agreement agree daily bus service in the City of Dilworth will be beneficial; and

WHEREAS, MATBUS Fixed Route Service cannot be provided without an equivalent level of paratransit service;

WHEREAS, Metro Senior Ride Service is provided to the City of Dilworth through a Joint Powers Agreement;

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, MOORHEAD and DILWORTH agree as follows:

A. TERM

1. The procedures, conditions and agreements contained within this Contract are for a term of one (1) year, commencing **January 1, 2019 and continuing until December 31, 2019** unless earlier terminated by either party upon thirty (30) days written notice to the other prior to termination.
2. Further, it is understood that this Contract between MOORHEAD and DILWORTH is contingent upon the receipt by MOORHEAD of maximum State assistance in funding the operating deficit of the transit system during the time period specified. It is further understood that any reduction or loss of State financial assistance in funding the operating deficit of the transit system is sufficient justification for MOORHEAD, upon thirty (30) days written notification to DILWORTH, to terminate this Contract.

B. MATBUS FIXED ROUTE BUS SERVICE

1. MOORHEAD agrees to provide daily MATBUS fixed route bus service at the agreed upon rate of \$74.85 per bus hour for approximately 2,071 hours, according to the schedule set forth as Exhibit "A" attached hereto and made a part hereof by reference.
2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support MATBUS fixed route bus service as set forth in Exhibit "A."

C. MAT PARATRANSIT SERVICE

1. MOORHEAD agrees to provide paratransit service for persons with disabilities, who are ADA Paratransit Eligible and reside in the City of Dilworth, through a contract

with the City of Fargo, North Dakota. MAT Paratransit hours of service are set forth in Exhibit "A" attached hereto and made a part hereof by reference.

2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support MAT Paratransit service for Dilworth residents and visitors as set forth in Exhibit "A."

D. METRO SENIOR RIDE SERVICE

1. MOORHEAD agrees to provide service to senior citizens age 60 and older who reside in the City of Dilworth through the current Joint Powers Agreement between MOORHEAD, DILWORTH and Valley Senior Services.
2. DILWORTH agrees that it will be responsible for a maximum monetary contribution to support Metro Senior Ride service for Dilworth residents and visitors with any resulting profit to be applied toward MAT Paratransit service costs as set forth in Exhibit "A."

E. OTHER

1. Fares will be charged to all passengers utilizing the transit service in accordance with the fare structure established by MOORHEAD for MATBUS Fixed Route, MAT Paratransit services and Metro Senior Ride services.
2. MOORHEAD accepts administrative responsibility for implementation of the transit program which is the subject of this Contract; DILWORTH agrees to cooperate in the development and distribution of marketing information, advertising and other service implementation functions.
3. The Director of Governmental Affairs and the Transit Manager for the City of Moorhead, and the contracted operator(s) are directly responsible for day to day management and operations of the transit program.
4. All filings and reporting responsibility to the Minnesota Department of Transportation shall be the responsibility of the contracting operator(s) and MOORHEAD.
5. All payments made to MOORHEAD shall be made subsequent to the end of each month the service is actually rendered and in accordance with MOORHEAD billing procedures. Payment shall be made upon submission by MOORHEAD to DILWORTH of a billing detailing operating statistics, for the monthly period.
6. Liability insurance coverage for the operation of the Transit Services shall be the responsibility of MOORHEAD and/or the contracted operator(s). MOORHEAD shall upon request obtain and present to DILWORTH a copy of its liability insurance policy.

DATED this _____ day of _____, 2018.

CITY OF MOORHEAD

By: _____
Del Rae Williams, Mayor

By: _____
Christina M Volkens, City Manager

CITY OF DILWORTH

By: _____
Chad Olson, Mayor

ATTEST:

Exhibit "A"

CITY OF DILWORTH TRANSIT SERVICE
Project Period: January 1, 2019 - December 31, 2019

SCOPE OF SERVICE

MATBUS Service - January 1, 2019:

Operation of Dilworth MATBUS Fixed Route (Full Service on Route 6, Interlined with Moorhead Route 9 for hourly frequency)

~~6:40 am to 6:10 pm~~ 6:40 am to 7:10 pm Monday through Friday

7:40 am to 6:10 pm Saturday

No service Sundays or Major Holidays

Operation of Paratransit Service:

Hours shall be equivalent to those of MATBUS fixed route service in Moorhead, including the night buses

6:15 am to 11:15 pm Monday through Friday

7:15 am to 11:15 pm Saturday

7:00 am to 5:00 pm Sunday (Service is provided for Sunday under a New Service Expansion Grant with the State of Minnesota for 100% State Funding for a two-year pilot program from July 1, 2017, through June 30, 2019. For the period July 1, 2019, through December 31, 2019, the State of Minnesota grant funding will be 80%.)

No service Major Holidays

Metro Senior Ride Service (Per Joint Powers Agreement):

7:40 am to 4:30 pm Monday through Friday

No service Saturdays, Sundays or Major Holidays

STATEMENT OF REVENUE AND EXPENSE

A. Fixed Route Operations

Number of weekdays	255.0
Hours per day	<u>7.0</u>
Total Weekday hours	1,785.0
Number of Saturdays	52.0
Hours per day	<u>5.5</u>
Total Saturday hours	286.0
TOTAL HOURS	2,071.00
Cost per hour	<u>\$74.85</u>
Total Cost	\$155,014
Funding Allocation	
Dilworth (20%)	\$31,003
MN/DOT (80%)	\$124,011
TOTAL	\$155,014
Dilworth Share of Cost	\$31,003

Less Estimated Farebox Revenue	\$9,300
15,000 riders @ \$0.62	
Net Cost to Dilworth	\$21,703

*Dilworth net cost depends on ridership and revenue collected from passenger fares; therefore, the cost could range from:
\$21,703 to \$31,003

B. Fixed Route Capital Equipment

Bus Unit 2151, 2015 New Flyer 35-foot Low Floor

Cost	\$443,362
20% local share	\$88,672
Life Miles (50% Dilworth)	500,000
Local share cost per mile	\$0.1773
Route 6 Miles	26,865.01
Dilworth Share	\$4,764

C. MAT Paratransit & Metro Senior Ride Operations

Per the City of Moorhead’s contract with the City of Fargo for MAT Paratransit service and the Joint Powers Agreement with Valley Senior Services for Metro Senior Ride, *actual* operating costs are split based upon percent of total ridership. Moorhead’s cost per ride will be applied to rides provided to Dilworth residents. Therefore, the maximum contribution by the City of Dilworth is dependent on the number of rides given to Dilworth residents. The **estimated* cost and ridership is computed as follows:

	MAT Paratransit	Metro Senior Ride	Total
2019 Budgeted Expense	\$314,202	\$149,631	\$463,833
Federal Grant Funding	\$0	\$0	\$0
State of Minnesota Grant Funding	\$267,072	\$127,186	\$394,258
Total Grant Funding	\$267,072	\$127,186	\$394,258
Local Share	\$47,130	\$22,445	\$69,575
2018 Budgeted Farebox Revenue	\$29,100	\$33,000	\$62,100
Exterior Advertising Revenue	\$0	\$0	\$0
Net Local Share	\$18,030	(\$10,555)	\$7,475
Estimated Total Ridership (Dilworth & Moorhead)	10,000	11,000	21,000
Net Cost Per Ride	\$1.80	(\$0.96)	\$0.36

Estimated Dilworth Ridership	800	900	1,700
ESTIMATED DILWORTH COST	\$1,442	(\$864)	\$579

D. Total ESTIMATED City of Dilworth Support

*MATBUS Fixed Route Operations: Maximum of	\$31,003	\$21,703
MATBUS Fixed Route Capital Equipment		\$4,764
MAT Paratransit & Senior Ride Operations		\$579
TOTAL		\$27,046

NOTE: New Sunday Paratransit Service is paid 100% through a State of Minnesota New Service Expansion Pilot Program July 1, 2017-June 30, 2019. Sunday Paratransit Service from July 1, 2019 through December 31, 2019, will be included in the MAT Paratransit Service expenses and revenue.

Dilworth Share of Cost	\$27,153
Less Estimated Farebox Revenue 12,700 riders @ \$0.60	\$7,620
Net Cost to Dilworth	\$19,533

*Dilworth net cost depends on ridership and revenue collected from passenger fares; therefore, the cost could range from:

\$19,533 to \$27,153

B. Fixed Route Capital Equipment

Bus Unit 2151, 2015 New Flyer 35-foot Low Floor

Cost	\$443,362
20% local share	\$88,672
Life Miles (50% Dilworth)	500,000
Local share cost per mile	\$0.1773
Route 6 Miles	23,557.15
Dilworth Share	\$4,178

C. MAT Paratransit & Metro Senior Ride Operations

Per the City of Moorhead's contract with the City of Fargo for MAT Paratransit service and the Joint Powers Agreement with Valley Senior Services for Metro Senior Ride, *actual* operating costs are split based upon percent of total ridership. Moorhead's cost per ride will be applied to rides provided to Dilworth residents. Therefore, the maximum contribution by the City of Dilworth is dependent on the number of rides given to Dilworth residents. The *estimated* cost and ridership is computed as follows:

	MAT Paratransit	Metro Senior Ride	Total
2018 Budgeted Expense	\$313,094	\$139,153	\$452,247
Federal Grant Funding	\$0	\$0	\$0
State of Minnesota Grant Funding	\$266,130	\$118,280	\$384,410
Total Grant Funding	\$266,130	\$118,280	\$384,410
Local Share	\$46,964	\$20,873	\$67,837
2018 Budgeted Farebox Revenue	\$27,000	\$30,000	\$57,000
Exterior Advertising Revenue	\$0	\$0	\$0
Net Local Share	\$19,964	(\$9,127)	\$10,837

Estimated Total Ridership (Dilworth & Moorhead)	11,000	11,600	22,600
Net Cost Per Ride	\$1.81	(\$0.79)	\$0.48
Estimated Dilworth Ridership	880	696	1,576
ESTIMATED DILWORTH COST	\$1,597	(\$548)	\$1,050

D. Total ESTIMATED City of Dilworth Support

*MATBUS Fixed Route Operations: Maximum of	\$27,153	\$19,533
MATBUS Fixed Route Capital Equipment		\$4,178
MAT Paratransit & Senior Ride Operations		\$1,050
TOTAL		\$24,760

NOTE: New Sunday Paratransit Service is paid 100% through a State of Minnesota New Service Expansion Pilot Program July 1, 2017-June 30, 2019.

Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager

Date: November 20, 2018

RE: *Joint Powers Agreement with Dilworth and Fargo Park District (dba Valley Senior Services)*



In January 2008, Valley Senior Services began operating Metro Senior Ride transportation in the Cities of Moorhead and Dilworth. All parties are interested in continuing this service for calendar year 2019. The draft contract incorporates budgets, vehicle maintenance, insurance, and operating policies for three vans from 7:40 a.m. to 4:30 p.m., Monday through Friday.

Ridership on Metro Senior Ride has seen a steady increase since its inception. A second vehicle was added in March 2010 to meet increasing demand. A third vehicle was added in January 2015 to expand service into newly annexed Oakport Township. As of October 31, 2018, ridership was 8,885 and projected to year-end may be a slight decrease over 2017.

METRO SENIOR RIDE SERVICE

<u>Year</u>	<u>Ridership</u>	<u>% Change</u>	<u>Year</u>	<u>Ridership</u>	<u>% Change</u>
2008	4,050		2014	8,301	3%
2009	5,111	26%	2015	10,143	22%
2010	5,961	17%	2016	10,765	6%
2011	7,471	25%	2017	10,907	1%
2012	7,492	0%	2018 Projected	10,662	-2%
2013	8,042	7%			

The draft 2019 contract with Dilworth to provide transit service includes Dilworth's local share of costs for MATBUS Fixed Route service, as well as Dilworth's share of both MAT Paratransit and Senior Ride based on actual costs and grant funding, and distributed based upon ridership.

The proposed Metro Senior Ride budget of \$149,471 submitted by Valley Senior Services is included as Attachment C to the JPA. It represents an increase of \$6,870 or 4.8% over 2018's submitted budget. The majority of the increase is due to charging Moorhead a prorated share of administrative costs, such as computer services and accounting services.

The proposed expenses and related revenues were included in the approved 2019 Mass Transit Budget. The State of Minnesota has informed Moorhead that they did fully fund the Paratransit/Senior Ride/Mobility Management budget for 2019, with 85% State funding for a grant award of \$425,850.

Recommended Motion: Recommend to the Moorhead City Council approval of a Joint Powers Agreement with the City of Dilworth and Fargo Park District for Operation of Metro Senior Ride for 2019.

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN

**THE CITY OF MOORHEAD, MINNESOTA
THE CITY OF DILWORTH, MINNESOTA
AND
PARK DISTRICT OF THE CITY OF FARGO, NORTH DAKOTA
(D/B/A VALLEY SENIOR SERVICES)**

This Agreement made and entered into this 1st day of January 2019, by and between the City of Moorhead, Minnesota, a municipal corporation hereinafter referred to as "MOORHEAD", the City of Dilworth, Minnesota, a municipal corporation hereinafter referred to as "DILWORTH" and the Park District of the City of Fargo, North Dakota, d/b/a Valley Senior Services, hereinafter referred to as 'CONTRACTOR'.

WITNESSETH

WHEREAS, MOORHEAD, DILWORTH and CONTRACTOR entered into a Intergovernmental Agreement on January 1, 2008, for the operation of Metro Senior Ride curb-to-curb public transportation service for residents age 60 and over throughout the Fargo-Moorhead metropolitan area; and

WHEREAS, MOORHEAD and DILWORTH have determined that there is a continued and growing demand need for demand responsive service for residents age 60 and over; and

WHEREAS, CONTRACTOR currently operates a public transportation system for seniors citizens age 60 and over in the bordering cities of Fargo and West Fargo, North Dakota, and has operated the same in Dilworth and Moorhead, Minnesota, since January 1, 2008; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services; and

WHEREAS, pursuant to Chapter 54-40.3, N.D.C.C., and Minnesota Statutes § 471.59 (joint exercise of powers), the above-named governmental units have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised;

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 - COMPLETE AGREEMENT

- 1.1 This Agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between MOORHEAD, DILWORTH and CONTRACTOR and this Agreement supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. MOORHEAD and DILWORTH'S failure to insist in one or more instances upon performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of their right to such performance by the CONTRACTOR. Notwithstanding the above, if the invalidity of a term affects the economics of the ability of the CONTRACTOR to reasonably provide the services, the CONTRACTOR may terminate this Agreement under terms similar to those contained in Section 13.1 below.

ARTICLE 2 - CITY AND CONTRACTOR DESIGNEES

- 2.1 The City Manager, or her Designee, shall have the authority to act for and exercise any of the rights of MOORHEAD as set forth in this Agreement, subsequent to the authorization by the City Council of MOORHEAD.
- 2.2 The City Administrator, or her Designee, shall have the authority to act for and exercise any of the rights of DILWORTH as set forth in this Agreement, subsequent to the authorization by the City Council of DILWORTH.
- 2.3 The Executive Director, or his/her Designee, shall have the authority to act and exercise any of the right of CONTRACTOR as set forth in this Agreement.

ARTICLE 3 - EMPLOYMENT OF THE CONTRACTOR

- 3.1 MOORHEAD and DILWORTH hereby engage the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in the connection with the supervision, management, and operation of Metro Senior Ride Service and the lease of vehicle(s) to be used in the operation of said services for residents of MOORHEAD and DILWORTH.

ARTICLE 4 - CONTRACTOR'S EMPLOYEES

- 4.1 The personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control and shall be either employees of CONTRACTOR or independent contractors under agreement with CONTRACTOR and not employees or agents of MOORHEAD or DILWORTH. CONTRACTOR shall pay all wages, salaries and other amounts due its employees or agents in connection with the Agreement and shall be responsible

for social security, income tax withholding, unemployment compensation, worker compensation insurance and similar matters.

- 4.2 MOORHEAD and DILWORTH shall not interfere in the normal day to day management of CONTRACTOR'S employees or agents nor attempt to directly discipline CONTRACTOR employees or agents. MOORHEAD and DILWORTH reserve the right to interview any and all CONTRACTOR employees or agents performing under this Agreement. MOORHEAD and DILWORTH shall have the right to demand, upon written notice to CONTRACTOR, the removal of any employee or agent from providing services on the Metro Senior Ride Program and CONTRACTOR shall timely comply with said written requests. CONTRACTOR may request a meeting with MOORHEAD, DILWORTH and the CONTRACTOR to discuss the demand and the reasons for the same.

ARTICLE 5 - SCOPE OF WORK

- 5.1 CONTRACTOR shall provide services in accordance with **Attachment A** to this Agreement, attached hereto and by reference incorporated herein, during the entire term of the Agreement.

ARTICLE 6 - CHANGES IN SCOPE OF WORK: AMENDMENT

- 6.1 It is understood and agreed by MOORHEAD, DILWORTH and CONTRACTOR that it may be necessary, from time to time during the term of this Agreement, to modify the scope of work provisions or to revise the scope and/or extent of Metro Ride Service. In each such instance, MOORHEAD, DILWORTH and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced in writing and, when appropriately executed by all parties, will constitute an amendment to this Agreement. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all the other applicable provisions of this Agreement, and shall be attached to this Agreement. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.
- 6.2 During a national, State, or locally declared emergency, MOORHEAD and DILWORTH shall have the right to issue verbal and/or written instructions to CONTRACTOR for CONTRACTOR to operate emergency transportation services consistent with the purposes of this Agreement and as may be required by MOORHEAD and DILWORTH. In such event, CONTRACTOR will supply such services to the extent possible. MOORHEAD and DILWORTH and CONTRACTOR agree to meet, after the conclusion of said emergency, to negotiate compensation for such services provided during the emergency.

ARTICLE 7 – VEHICLES & INSURANCE

7.1 MOORHEAD shall lease to CONTRACTOR, at no cost other than the obligations to maintain the vehicle as described in Section 7.6 below, the following described vehicles to provide the services contemplated by this agreement.

- 2018 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBG2JR192169 – Unit 5181
- 2015 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBGXFR703439 - Unit 5151
- 2014 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBG8ER378787 - Unit 1226
- 2013 Dodge Grand Caravan Extended Minivan
VIN 2C4RDGBG7DR813703– Unit 1209

During the life of the vehicles, MOORHEAD will retain ownership and title of the vehicles. At the end of the useful life of vehicle, or in the event the cost to maintain the vehicle, in the collaborative decision of MOORHEAD and CONTRACTOR, is not economically feasible, MOORHEAD will determine disposition of the vehicle. Any replacement vehicle to be purchased/provided will be mutually agreed upon in advance by MOORHEAD and CONTRACTOR.

7.2 CONTRACTOR shall provide indoor storage for the vehicles described above and shall notify MOORHEAD of the location of said storage.

7.3 The CONTRACTOR shall obtain and keep in force during the terms of this Agreement the insurance coverage listed below.

The CONTRACTOR shall provide casualty, liability and no-fault insurance on the vehicles provided by MOORHEAD under this Agreement and MOORHEAD shall have no responsibility to provide such coverage. Deductible and Self Insured retainers, if any, shall be identified. All deductible payments are the responsibility of CONTRACTOR. CONTRACTOR shall provide insurance coverage's, limited, however, to the statutory amount or amounts established by the State of Minnesota laws governing municipal liability. Alternatively, if allowed by law, CONTRACTOR may provide casualty and liability coverage through the North Dakota Insurance Reserve Fund. The minimum auto insurance requirements are: Auto Liability \$1.5 Million per person, \$1.5 Million per occurrence, and comprehensive and collision in the amount of the actual cash value of the vehicle.

MOORHEAD shall be named as additional insured on all liability policies. CONTRACTOR agrees not to cancel nor have the coverage reduced until thirty (30) days after the City of Moorhead shall have received written notice of such cancellation or reduction by certified mail. In addition, MOORHEAD shall be listed as the Loss Payee on the insurance.

Commented [LVB1]: Since all vehicles are now owned by Moorhead, some references to Dilworth were removed from this section.

Commented [LVB2]: Check the contract with the State of Minnesota for insurance requirements and update.

The CONTRACTOR shall provide handling of all claims, demands, lawsuits and all other liability associated with the leasing and operation of the vehicle. MOORHEAD and DILWORTH shall not be required to provide vehicle liability insurance, contribute to the settlement of any claim nor pay for any attorney fees resulting from the operation of vehicles or the provision of service under this Agreement.

The CONTRACTOR shall provide North Dakota Worker's Compensation and Employer Liability Insurance at the limits established by the State of North Dakota.

CONTRACTOR will provide MOORHEAD documentation proving insurance coverage, in the form of a Certificate of Insurance, before commencing transportation service and annually thereafter.

- 7.4 CONTRACTOR agrees that the vehicle(s) shall be used for the provision of transportation services as described in the Scope of Work. If the vehicle(s) is/are not used in this manner or withdrawn from transportation service, CONTRACTOR shall immediately notify MOORHEAD.
- 7.5 CONTRACTOR shall maintain the vehicles as outlined in the attached Vehicle Maintenance Plan (Attachment B). CONTRACTOR shall exceed the manufacturer's recommendation with regard to oil changes by servicing the vehicle every 5,000 miles rather than 6,000 miles. CONTRACTOR shall keep satisfactory documentation/records regarding maintenance and provide MOORHEAD with a detailed maintenance report submitted monthly.
- 7.6 CONTRACTOR shall be responsible for all maintenance and operating costs of the vehicle(s), including maintenance to include all parts, labor, service, cleaning, diesel fuel, gasoline, motor oil, lubricants, antifreeze, and solvents.
- 7.7 CONTRACTOR and MOORHEAD shall jointly inspect the vehicles and determine and agree upon the condition of the vehicles prior to start of service.
- 7.8 CONTRACTOR and MOORHEAD shall jointly conduct a final inspection of the vehicles at the end of this Agreement and/or at the time of termination, if applicable, to determine and agree upon the condition of the vehicles. CONTRACTOR shall return the vehicles to MOORHEAD in operable condition with all preventive maintenance completed per the terms of the Vehicle Maintenance Plan in Attachment B, including any repairs as necessitated by improper maintenance identified in the final inspection.

Commented [LVB3]: Changed from "every 3,000 miles rather than 5,000 miles" per Jordan Smith to reflect actual practice and manufacturer requirements.

ARTICLE 8 - INDEMNIFICATION

8.1 CONTRACTOR shall defend, indemnify and save harmless MOORHEAD and DILWORTH, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of CONTRACTOR'S performance under this Agreement or attempted performance of the provisions hereof. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the willful misconduct of MOORHEAD or DILWORTH.

ARTICLE 9 - PAYMENT

Records of the expenses pertaining to the work performed under this Agreement and records of accounts between the MOORHEAD, DILWORTH and the CONTRACTOR shall be kept on a generally recognized accrual accounting basis. MOORHEAD and DILWORTH, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

The CONTRACTOR shall retain information in its files that shall clearly document all activities performed in conjunction with this Agreement. These records shall be retained by the CONTRACTOR for a period of three years.

9.1 MOORHEAD agrees to submit and administer State and Federal grant applications, reports, and draw downs as applicable for the operation of Metro Senior Ride service under this Agreement.

9.2 DILWORTH agrees to pay MOORHEAD their pro rata share of the local match funds required by State and Federal operating grants for this service based on a percentage of total ridership.

9.3 MOORHEAD agrees to pay CONTRACTOR for the performance of services set forth in this Agreement as follows:

9.3.1 On or before the 10th day of each month, CONTRACTOR shall submit an invoice to MOORHEAD, itemizing CONTRACTOR'S gross operating costs (as defined in Attachment C) for the previous monthly period. Invoices shall contain a detailed record of the expenses by line item, the amount of fares/revenue collected from passengers, and the net invoiced amount. The invoice shall also list the number of vehicle service hours provided and miles driven and the number of passengers provided rides, indicated by city of residence. CONTRACTOR shall also supply a copy of the detailed records mentioned above to DILWORTH.

9.3.2 All payments by MOORHEAD shall be made in arrears after the service has been provided. MOORHEAD shall pay CONTRACTOR's invoice

within thirty (30) days following receipt of such invoice. If MOORHEAD disputes any item on an invoice for a reasonable cause, MOORHEAD may deduct that disputed item from the payments, but shall not delay payment for the undisputed portion. MOORHEAD shall document the amounts and reasons for such deletions to CONTRACTOR within fifteen (15) working days after receipt of invoice. CONTRACTOR and MOORHEAD shall meet to resolve any disputed amount within ten (10) working days following MOORHEAD'S notice to CONTRACTOR. If MOORHEAD and CONTRACTOR are unable to resolve dispute through negotiation, MOORHEAD and CONTRACTOR agree to resolve dispute in accordance with Article 15, Section 11, herein.

9.3.3 All operating costs associated with this service contract paid by the CONTRACTOR and invoiced to MOORHEAD shall be directly related to the services provided under this contract. Any expenses shared between the various transportation services provided by Valley Senior Services, shall be allocated based on pro rata ridership. Such costs include, but are not limited to, dispatch wages and benefits, accounting services and computer services. Documentation demonstrating the computation and ridership distribution shall be provided to MOORHEAD upon request.

Commented [LVB4]: This is newly added to better allocate shared costs

9.3.4 MOORHEAD shall pay CONTRACTOR the following for services provided during the term of this Agreement: The maximum amount that CONTRACTOR can invoice MOORHEAD in each calendar year under this Agreement per the estimated budget submitted by CONTRACTOR (see Attachment C).

ARTICLE 10 – OPERATING REVENUES

10.1 All operating revenues collected by CONTRACTOR are to be documented and applied against the gross operating costs per Section 9.3.3. The revenue to be charged per passenger is contained in Attachment A, Operating Guidelines.

ARTICLE 11 – FORCE MAJEURE

11.1 Neither party shall be held responsible for delays or lack of performance caused by events beyond its control. Such events shall include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, changes in government regulation, war, insurrection, and other unanticipated events. MOORHEAD will not compensate CONTRACTOR for any missed hours resulting from an interruption or termination of service due to events beyond its control.

ARTICLE 12 – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2019, and shall continue in full force and effect through December 31, 2019, unless earlier terminated as herein provided.

ARTICLE 13 – TERMINATION

- 13.1 MOORHEAD and DILWORTH reserve the right to terminate this Agreement for cause by written notice to the CONTRACTOR. Cause for termination will be documented failure(s) of the CONTRACTOR to provide services in the quantity and/or quality contemplated by the Agreement. Notice of such intent to terminate the Agreement will be provided to CONTRACTOR. CONTRACTOR will, within ten (10) days, correct the failure or present MOORHEAD and DILWORTH with a plan to correct the failure. In the event CONTRACTOR does not correct failure or complete its plan to correct failure, then MOORHEAD and DILWORTH may terminate this Agreement by notifying CONTRACTOR of the date of termination. Notice of such termination will be given with sufficient time to allow for the orderly withdrawal of the CONTRACTOR without additional harm to the participants or MOORHEAD and DILWORTH. Said termination shall not diminish MOORHEAD and DILWORTH'S rights under law or equity.
- 13.2 MOORHEAD and DILWORTH may terminate or reduce the amount of service to be rendered if there is, in the opinion of the City Councils, a significant increase in local costs; or, in the opinion of the City Councils, insufficient state or federal funding available for the service, thereby terminating this Agreement or reducing the compensation to be paid under this Agreement. In such event MOORHEAD and DILWORTH will notify CONTRACTOR in writing thirty (30) days in advance of the date such actions are to be implemented.
- 13.3 In like manner, CONTRACTOR may terminate or reduce the amount of service if there is, in the opinion of the Park District's Commission, a significant increase in the costs that are not deemed part of the gross operating costs, burdensome administrative requirements as described in Article 15, an inability to hire drivers, or insufficient use of the service in Dilworth or Moorhead. Any reduction in service must be first approved by MOORHEAD and DILWORTH. In such event, CONTRACTOR will notify MOORHEAD and DILWORTH, in writing, not less than thirty (30) days prior to the actions to be implemented.
- 13.4 In the event of any termination, MOORHEAD and DILWORTH shall pay the agreed rate only for services delivered up to the date of termination. MOORHEAD and DILWORTH have no obligation to CONTRACTOR, of any kind, after the date of termination. CONTRACTOR shall deliver all records, equipment including leased vehicle, materials owned by MOORHEAD and DILWORTH to MOORHEAD and DILWORTH within twenty-four (24) hours of the date of termination.

ARTICLE 14 – CONFLICT OF INTEREST

The CONTRACTOR agrees that neither it nor any member of its Board of Commissioners, officers, or employees presently have any interest in any project to be financed under this Agreement, and shall not acquire any interest in the project which would conflict with performance required under this Agreement or applicable statute, rule, or regulation.

ARTICLE 15 – GENERAL PROVISIONS AND APPLICABLE FEDERAL CLAUSES

To the extent any of the following provisions are applicable to a contract of the nature herein contemplated, CONTRACTOR shall adhere to the general provisions and federal clauses contained in **Attachment D** to this Agreement, attached hereto and by reference incorporated herein, during the entire term of the Agreement.

ARTICLE 16 – BINDING

This Agreement shall be binding on the assignees, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

ARTICLE 17 – SEVERABILITY

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

ARTICLE 18 – NOTICE

All notices hereunder and communications with respect to this Agreement shall be effected upon the mailing thereof registered or certified mail return receipt requested or by Federal Express and addressed as follows:

DILWORTH

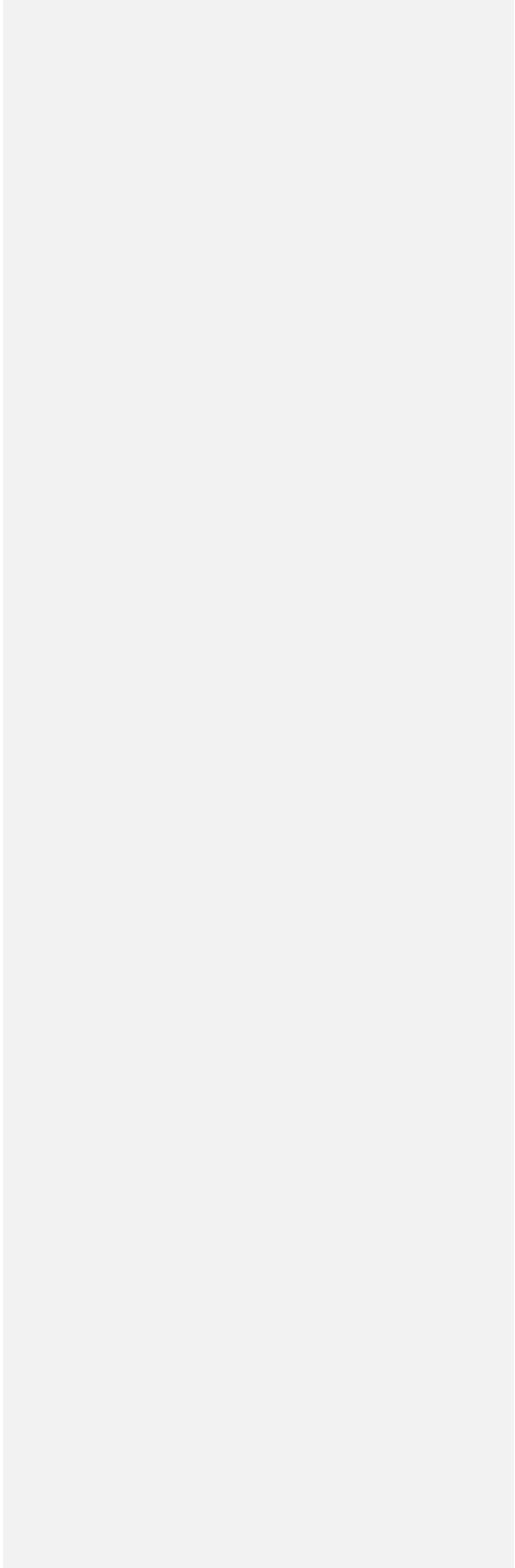
City Administrator
PO Box 187
Dilworth, MN 56529

MOORHEAD

City Manager
500 Center Avenue
Moorhead, MN 56560

CONTRACTOR

Executive Director
Valley Senior Service
2801 32nd Ave. S., PO Box 2217
Fargo, ND 58103



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

**PARK DISTRICT OF THE CITY OF FARGO,
NORTH DAKOTA (D/B/A/ VALLEY SENIOR
SERVICES)**

By: _____
Brian Arett, Executive Director

Date: _____

CITY OF MOORHEAD, MINNESOTA

By: _____
Del Rae Williams, Mayor

Date: _____

By: _____
Christina M. Volkens, City Manager

Date: _____

CITY OF DILWORTH, MINNESOTA

By: _____
Chad Olson, Mayor

Date: _____

ATTESTED:

By: _____
Peyton Mastera, City Administrator

Date: _____

ATTACHMENT A
OPERATING GUIDELINES

ATTACHMENT B
VEHICLE MAINTENANCE SCHEDULE

**2018 Dodge Caravan
Extended Minivan**

**2015 Dodge Grand Caravan
Extended Minivan**

**2013 Dodge Grand Caravan
Extended Minivan**

**2014 Dodge Grand Caravan
Extended Minivan**

ATTACHMENT C

2019 TRANSIT BUDGET - MOORHEAD/DILWORTH

**MOORHEAD & DILWORTH BUDGET
METRO SENIOR RIDE**

<u>EXPENSES</u>	2019 <u>BUDGET</u>
DIRECTOR OF TRANSIT	\$11,292.37
DISPATCHERS	\$28,356.31
VAN DRIVER	\$77,010.96
HEALTH INSURANCE	\$4,403.70
PAYROLL TAX	\$8,060.60
WORKERS COMP	\$2,000.00
DEFERRED COMP	\$405.60
DRUG SCREENING	\$250.00
VAN/BUS FUEL	\$14,000.00
VAN/BUS REPAIR	\$5,000.00
VEHICLE INSURANCE	\$2,000.00
UNIFORMS	\$250.00
STORAGE	\$3,840.00
MARKETING	\$1,200.00
MISCELLANEOUS	\$100.00
ADMIN SERVICES	\$2,193.75
RADIO MTCE	\$400.00
TOTAL EXPENSES	<u>\$149,470.91</u>
 REVENUES	
FARES	\$33,000.00
ESTIMATED STATE GRANT FUNDS	\$127,186.35
LOCAL SHARE (EXCESS REVENUE)	<u>-\$10,715.44</u>
TOTAL REVENUES	<u>\$149,470.91</u>

ATTACHMENT D

GENERAL PROVISIONS AND FEDERAL CLAUSES

- _____ 1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*
 - a) The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- _____ 2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*
 - a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

_____ 3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

_____ 4. **Federal Changes:** *Applies to all contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

_____ 5. **Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act

of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

_____ 6. **Termination Provisions:** *Applies to all contracts in excess of \$10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

- a) MOORHEAD reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or MOORHEAD.
- b) MOORHEAD may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, 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, MOORHEAD will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the Transit system under this Agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, MOORHEAD shall pay the agreed rate only for services delivered up to the date of termination. MOORHEAD has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to MOORHEAD within 24 hours of the date of termination.

_____ 7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The

contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with MOORHEAD in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide MOORHEAD with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor must promptly notify MOORHEAD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may

not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MOORHEAD.

Fostering Small Business Participation

MOORHEAD has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with MOORHEAD. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

8. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause MOORHEAD to be in violation of the FTA terms and conditions.

9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, 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) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;

- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
or
- f) Disqualified from participation in any federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- _____ 10. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

- _____ 11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Disputes will be presented in writing to the appropriate city personnel – the Moorhead Transit Manager or the Dilworth City Administrator. MOORHEAD, DILWORTH and the CONTRACTOR will attempt to resolve any dispute arising in the performance of the Contract.

- a) **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by arbitration

with MOORHEAD and DILWORTH, collectively selecting one arbitrator, CONTRACTOR selecting one arbitrator and the two selectees, selecting a third. This majority decision of the three arbitrators shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, either party commences an action in Cass County, North Dakota, District Court. Each party shall be afforded an opportunity to be heard and to offer evidence in support of its position at the arbitration hearing. Unless appealed, the decision of the Arbitrator shall be binding upon the parties and the parties shall abide by the decision.

- b) Performance During Dispute. Unless otherwise directed by the MOORHEAD or DILWORTH, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved unless such dispute pertains to the CONTRACTOR's claim that MOORHEAD and DILWORTH have not paid the invoiced amounts in a timely manner.
- c) Claims of Damages. Should any party to the Contract suffer injury or damage to person or property because of any act or omission of another party or of any of their employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d) Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between MOORHEAD, DILWORTH and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.
- e) Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MOORHEAD, DILWORTH or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- _____ 12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (*Note: A separate certification will be required to be signed if the contract meets this criteria*), to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- _____ 13. **Clean Air and Federal Water Pollution Control Act:** *Applies to each contract and subcontract exceeding \$150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) *Contract Work Hours and Safety Standards*
 - i. *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
 - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

a) For construction contracts:

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to

be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

b) For Awards Not Involving Construction

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- iv. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

- _____ 15. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a) **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

- b) **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

- c) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

- _____ 16. **Charter Service:** *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

17. **School Bus Service Operations:** *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c) Any other Federal School Bus regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a) Bar the Contractor from receiving Federal assistance for public transportation; or
- b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

18. **Substance Abuse Requirements: Drug & Alcohol Testing:** *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a) *Operating a revenue service vehicle, including when not in revenue service;*
- b) *Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;*
- c) *Controlling dispatch or movement of a revenue service vehicle;*
- d) *Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;*
- e) *Carrying a firearm for security purposes.*

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized

representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

- _____ 19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The Contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

- _____ 20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:**

Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

- a) **Prevailing Wage Requirements**
 - i. *Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");*
 - ii. *The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and*
 - iii. *U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.*

b) “Anti-Kickback” Prohibitions

- i. *Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;*
- ii. *Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and*
- iii. *U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- _____ 21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.*

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

- _____ 22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

- a) Bonding. The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. *Minnesota State Statute 574.26 limit is \$100,000*) unless FTA determines that

other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

- i. Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
- ii. Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.
- iii. Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the Contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:
 - Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
 - More Than \$1 Million but Less Than \$5 Million. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
 - More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
- iv. Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- v. Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A

recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

- vi. **Excessive Bonding.** Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the Contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

- _____ 23. **Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

- _____ 24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

- a) *Definitions.* As used in this clause--
"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]*:

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

25. **Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Except in the case of an “other agreement” in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting*

invention, or patent the invention for Federal Government purposes. The FTA has the right to:

- a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the

copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

- _____ 26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

- _____ 27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to*

procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

- _____ 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

- _____ 29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager
Julie Bommelman, Fargo Transit Director

Date: November 19, 2018

RE: ***MAT Coordinating Board Proposed 2019 Meeting Schedule***



The MAT Coordinating Board generally meets every other month on the third Wednesday of the month at 8 a.m. in the Fargo Commission Chambers. The following meeting schedule is proposed for 2019:

3rd Wednesday, January 16, 2019

3rd Wednesday, March 20, 2019

3rd Wednesday, May 22, 2019

2nd Wednesday, July 10, 2019 (due to State of Minnesota grant deadline)

4th Wednesday, September 25, 2019 (due to Dakota Transit Association Conference)

3rd Wednesday, November 20, 2019

MATBUS Transit Operations Report - October 2018

Moorhead	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 1	7,033	8,303	18.06%	437.50	455.00	4.00%	5,589.50	5,765.77	3.15%	16.08	18.25	13.52%	89.81%	85.67%	-4.61%
Route 2	11,145	12,744	14.35%	525.00	547.00	4.19%	7,477.84	7,787.09	4.14%	21.23	23.30	9.75%	83.80%	85.91%	2.52%
Route 3	3,981	5,545	39.29%	437.50	455.00	4.00%	6,891.64	7,798.70	13.16%	9.10	12.19	33.93%	86.21%	68.29%	-20.79%
Route 4	11,711	14,262	21.78%	875.00	910.00	4.00%	9,979.37	10,369.45	3.91%	13.38	15.67	17.10%	84.88%	77.65%	-8.52%
Route 5	4,437	6,009	35.43%	438.00	455.00	3.88%	6,380.13	6,647.55	4.19%	10.13	13.21	30.37%	93.12%	91.39%	-1.86%
Route 6	1,124	1,577	40.30%	154.00	160.00	3.90%	1,997.69	2,075.52	3.90%	7.30	9.86	35.04%	95.80%	95.71%	-0.09%
Route 7										#DIV/0!					
Route 8										#DIV/0!					
Route 9	417	565	35.49%	167.00	173.50	3.89%	2,828.65	2,938.74	3.89%	2.50	3.26	30.42%		95.10%	#DIV/0!
Total	39,848	49,005	22.98%	3,034.00	3,155.50	4.00%	41,144.82	43,382.82	5.44%	13.13	15.53	18.24%	88.94%	85.67%	-3.67%

Fargo	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 11	5,723	6,472	13.09%	386.00	401.00	3.89%	4429.75	4601.88	3.89%	14.83	16.14	8.86%	82.10%	89.10%	8.53%
Route 13	12,639	15,196	20.23%	750.00	775.00	3.33%	7857.48	8119.68	3.34%	16.85	19.61	16.35%	89.99%	91.59%	1.78%
Route 13U	6,734	5,672	-15.77%	265.10	277.15	4.55%	2977.15	3112.40	4.54%	25.40	20.47	-19.43%	81.86%	71.53%	-12.62%
Route 14	12,929	14,973	15.81%	1,156.00	1,199.38	3.75%	14487.13	15030.88	3.75%	11.18	12.48	11.62%	81.72%	84.57%	3.49%
Route 15	27,243	29,731	9.13%	1,393.00	1,450.50	4.13%	16303.95	16976.65	4.13%	19.56	20.50	4.81%	61.66%	80.12%	29.94%
Route 16	2,560	3,421	33.63%	347.50	361.04	3.90%	4149.46	4311.18	3.90%	7.37	9.48	28.62%	95.59%	93.48%	-2.21%
Route 17	2,958	3,300	11.56%	219.00	277.50	26.71%	2620.50	2722.27	3.88%	13.51	11.89	-11.96%	84.65%	92.56%	9.34%
Route 18	3,552	5,087	43.22%	608.10	629.85	3.58%	10855.27	11245.34	3.59%	5.84	8.08	38.27%	68.22%	89.90%	31.78%
Route 20		3,358	#DIV/0!		401.00	#DIV/0!		6224.32	#DIV/0!		8.37	#DIV/0!		76.14%	#DIV/0!
Route 21	819		-100.00%	193.00		-100.00%	2316.99		-100.00%	4.24	#DIV/0!	#DIV/0!	54.75%		-100.00%
Route 22	1,651		-100.00%	193.00		-100.00%	3674.22		-100.00%	8.55	#DIV/0!	#DIV/0!	57.25%		-100.00%
Route 23	0		#DIV/0!	0.00		#DIV/0!	0.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Route 24	1,441	2,084	44.62%	431.50	448.25	3.88%	5390.77	5599.99	3.88%	3.34	4.65	39.22%	78.23%	88.39%	12.99%
Total	78,249	89,294	14.12%	5,942.20	6,220.67	4.69%	65997.68	77944.59	18.10%	13.17	14.35	9.01%	76.00%	85.74%	12.81%

NDSU	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Route 31	3,664	4,037	10.18%	275.00	241.50	-12.18%	2474.17	2534.62	2.44%	13.32	16.72	25.46%	94.65%	93.20%	-1.53%
Route 32E	17,288	17,724	2.52%	242.00	245.41	1.41%	1833.33	1859.23	1.41%	71.44	72.22	1.10%	91.01%	97.44%	7.07%
Route 32W	4,475	5,058	13.03%	132.00	69.00	-47.73%	859.38	898.38	4.54%	33.90	73.30	116.23%	78.44%	92.07%	17.38%
Route 33	27,483	30,928	12.54%	645.48	653.89	1.30%	7631.67	7189.80	-5.79%	42.58	47.30	11.09%	95.10%	83.78%	-11.90%
Route 34	7,445	7,312	-1.79%	203.28	204.93	0.81%	1740.19	1772.33	1.85%	36.62	35.68	-2.58%	82.81%	92.20%	11.34%
Route 35	683		-100.00%	45.76		-100.00%	420.90		-100.00%	14.93		-100.00%	88.60%		-100.00%
TapRide		757	#DIV/0!		80.50	#DIV/0!		1557.91	#DIV/0!		9.40	#DIV/0!			#DIV/0!
Total	61,038	65,816	7.83%	1,544	1,495	-3.13%	14959.64	14254.36	-4.71%	213	255	19.66%	88.44%	91.74%	3.73%

Other	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	0.05%	2017	2018	Change
LinkFM	1,194	2,403	101.26%	292.00	304.00	4.11%	2998.69	3048.51	1.66%	4.09	7.90	93.31%	75.48%	53.57%	-29.03%
9000's	204		-100.00%			#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			#DIV/0!
Total	1,398	2,403	71.89%	292.00	304.00	4.11%	2998.69	3048.51	1.66%	4.79	7.90	65.10%	75.48%	53.57%	-29.03%

Total	Ridership			Rev. Hours			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
MHD	39,848	49,005	22.98%	3,034	3,156	4.00%	41,145	43,383	5.44%	13	16	18.24%	88.94%	85.67%	-3.67%
FGO	140,481	157,513	12.12%	7,778	8,020	3.11%	83,956	95,247	13.45%	230	277	20.36%	80.12%	85.60%	6.85%
MATBUS	180,533	206,518	14.39%	10,811.72	11,175.40	3.36%	125,100.83	138,630.28	10.81%	16.70	18.48	10.67%	82.32%	85.62%	4.01%

TOTAL RIDERSHIP BY CUSTOMER TYPE

Total	Adult			Disabled			Elderly			Youth			Child		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
MHD	24601	29143	18.46%	9303	12123	30.31%	3239	4696	44.98%	1109	1347	21.46%	2135	1696	-20.56%
FGO	116536	127150	9.11%	14261	17346	21.63%	5670	7899	39.31%	1673	2430	45.25%	2545	2689	5.66%
MATBUS	141137	156293	10.74%	23564	29469	25.06%	8909	12595	41.37%	2782	3777	35.77%	4680	4385	-6.30%

MATBUS Transit Operations Report - October 2018 page 2

Paratransit	Ridership			Rev. Hours (Based on Ridership)			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fargo	3,281	3,480	6.07%	1,415.86	1,460.01	3.12%	20,190.94	23,895.05	18.35%	2.32	2.38	2.86%	86.25%	83.61%	-3.06%
Moorhead	737	837	13.57%	318.04	351.16	10.41%	4,535.42	5,747.17	26.72%	2.32	2.38	2.86%	87.90%	83.25%	-5.29%
West Fargo	373	553	48.26%	160.96	232.01	44.14%	2,295.40	3,797.12	65.42%	2.32	2.38	2.86%	89.62%	84.99%	-5.17%
Dilworth	60	40	-33.33%	25.89	16.78	-35.19%	369.23	274.66	-25.61%	2.32	2.38	2.86%	78.33%	71.88%	-8.24%
Total	4,451	4,910	10.31%	1,920.75	2,059.95	7.25%	27391.00	33714.00	21.22%	2.32	2.38	2.86%	85.52%	80.93%	-5.44%

Senior Ride	Ridership			Rev. Hours (Based on Ridership)			Rev. Mileage			Passengers / Hour			On-Time Perf.		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Dilworth	73	92	26.03%	44.21	58.29	31.85%	493	654	32.78%	1.65	1.58	-4.42%			N/A
Moorhead	857	879	2.57%	519.04	556.96	7.31%	5,785	6,252	8.06%	1.65	1.58	-4.42%			N/A
Total	930	971	4.41%	563.25	615.25	9.23%	6,278	6,906	10.00%	1.65	1.58	-4.42%	0	0	N/A

	Call Volume			Operating Days			Average Calls / Day			Average Queue Time		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
GTC	3,811	2,594	-31.93%	26	27	3.85%	147	96	-34.45%	2:01	1:45	-13.22%
Paratransit	2,164	2,303	6.42%	22	23	4.55%	98	100	1.80%	1:06	0:55	-16.67%
Total	5,975	4,897	-18.04%	48	50	4.17%	245	196	-19.90%	3:07	2:40	-14.44%

Collisions	Collisions (Preventable)			Collisions (Non-Preventable)			Collisions (Total)			Collisions (per 100K Miles)		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fixed Route	10	7	#REF!	0	0	#DIV/0!	10	7	-30.00%	7.99	5.05	-36.83%
Paratransit	0	1	#DIV/0!	0	0	#DIV/0!	0	1	#DIV/0!	0.00	2.97	#DIV/0!
Total	10	8	-20.00%	0	0	#DIV/0!	10	8	-20.00%	6.56	4.64	-29.22%

Missed Trips	Missed Trips (Contractor Error)			Missed Trips (Mechanical / Other)			Missed Trips (Total)			Missed Trips (per 100K Miles)		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fixed Route	8	9	12.50%	14	14	0.00%	22	23	4.55%	17.59	16.59	-5.66%
Paratransit	2	0	-100.00%	1	0	-100.00%	3	0	-100.00%	10.95	0.00	-100.00%
Total	10	9	-10.00%	15	14	-6.67%	25	23	-8.00%	19.03	15.80	-16.95%

Complaints	Complaints (Substantiated)			Complaints (UnSubstantiated)			Complaints (Total)			Complaints (per 1K Passengers)		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fixed Route	15	17	13.33%	25	24	-4.00%	40	41	2.50%	0.22	0.20	-10.40%
Paratransit	4	2	-50.00%	1	7	600.00%	5	9	80.00%	0.03	0.04	57.35%
Total	19	19	0.00%	26	31	19.23%	45	50	11.11%	0.25	0.24	-2.87%

Incidents	Incident (Fall / Injury)			Incident (Security Services)			Incidents (Total)			Incidents (per 1K Passengers)		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
Fixed Route	7	22	214.29%	45	59	31.11%	52	81	55.77%	0.29	0.39	36.17%
Paratransit	2	2	0.00%	0	0	#DIV/0!	2	2	0.00%	0.01	0.01	-12.58%
Total	9	24	166.67%	45	59	31.11%	54	83	53.70%	0.30	0.40	34.36%

Social Media	MATBUS.COM			MATBUSMOBILE.COM			IGOECHALLENGE.COM			MATBUS APP		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
		60,171	#DIV/0!	254	106	-58.27%	0	0	#DIV/0!	11,907	16,912	42.03%

Social Media	Facebook Likes			Twitter Followers			YouTube Views			Rider Alert Subscribers		
	2017	2018	Change	2017	2018	Change	2017	2018	Change	2017	2018	Change
	2,633	2,644	0.42%	785	910	15.92%	25,752	26,976	4.75%		3,014	#DIV/0!

COLLEGE RIDERSHIP ON MATBUS

2017-18

Fare Count		Customer Type					Grand Total
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	
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

2018-19

Fare Count		Customer Type					Grand Total
Year	Month	Concordia	M State	MSUM	NDSU	NDSCS	
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	954	3,753	5,567	81,038	217	91,529
	November						-
	December						-
2018 Total		2,872	10,964	16,310	176,991	655	207,792
2019	January						-
	February						-
	March						-
	April						-
	May						-
	June						-
	July						-
2019 Total		-	-	-	-	-	-
Grand Total 2018-19		2,872	10,964	16,310	176,991	655	207,792

% 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	-7%	35%	-6%	3%	-40%	3%
	November						
	December						
2017-18 Total							
2018-2019	January						
	February						
	March						
	April						
	May						
	June						
	July						
2018-19 Total							
Grand Total							

NOTES:

Includes NDSU Circulator Routes

Memorandum

To: MAT Coordinating Board
From: Shaun Crowell, Mobility Manager
Date: November 28, 2018
RE: *Paratransit Update*



Paratransit Update: October 2018

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

Operations Report overview

In October 2018 compared to 2017, ridership increased 10.31%, revenue hours increased 7.25%, revenue mileage increased 21.22%, and passengers per hour increased 2.86%, and on-time performance went down 5.44%. The drop in on-time performance was due in part to a number of new drivers starting at the same time, and some changes para was trying with the schedules.

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.

October 94% less than 3 minutes and 99% less than 5 minutes

Paratransit Applications

In 2018 I have processed a total of 256 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 296 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

October	2018	5
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To increase awareness, there are flyers posted in the paratransit vehicles reminding passengers of the expanded service on Sunday.

In October 2018 we hired a new reservationist. 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.