



Minnesota Regional Transit
Board: Records.

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.



REGIONAL TRANSIT BOARD

270 Metro Square Building, Saint Paul, Minnesota 55101
612/292-8789

MEETING OF THE REGIONAL TRANSIT BOARD
Monday, April 4, 1988
Metropolitan Council Chambers
4:00 p.m.

AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Minutes:
 - ✓ A. February 18, 1988 Board Meeting
 - ✓ B. March 21, 1988 Board Meeting
4. Metropolitan Council Priorities Discussion Steve Keefe,
Chair
- OK 5. 1988 Metro Mobility Provider Contract Language
6. Metro Mobility Provider Recommendations for 1988 Contract Year
7. REPORT OF THE POLICY COMMITTEE Doris Caranicas,
Chair
 - ✓ A. Ad Hoc Committee on Metro Mobility Recommendation
 - ref to staff ✓ B. Request from the Cities of Apple Valley, Burnsville, Eagan, Prior Lake, Rosemont and Savage
 - ✓ C. Approval of the Regional Transit Board Capital Plan
 - ✓ D. Draft Environmental Impact Statement for the United Properties Hedberg Site Development Proposal
 - ✓ E. Approval of the Metro Mobility Certification Procedure Revisions
8. REPORTS OF THE ADMINISTRATION AND FINANCE COMMITTEE Ruth Franklin,
Chair
9. OTHER BUSINESS
 - A. Chairman's Report
 - B. Members' Reports
 - C. Advisory Committee Reports
 - D. Staff Reports
10. PUBLIC COMMENT

Elliott Perovich
Chairman

Keefe
 McLaughlin
 Wesner
 Bertrand
 Sailer
 K. Strom
 N. Day

TJ Mc Closhay
 Sharon Hardy

Museum paper

JH
 KT
 M &
 EK
 GA
 MF

RD
 TB
 LE

REGIONAL TRANSIT BOARD
 ROLL CALL AND ATTENDANCE SHEET

DATE: 4/4

BOARD OR COMMITTEE: Bd

MEMBER NAME	PRESENT	VOTE	VOTE	VOTE	VOTE	VOTE
Chairman	✓					
Doris Caranicas	✓					
Ruth Franklin	✓					
Carole Faricy	Vac no					
Alison Fuhr	✓					
Rochelle Graves		late missed some vote				
George Isaacs	✓					
Paul Joyce	✓					
Edward Kranz	✓					



270 Metro Square Building, Saint Paul, Minnesota 55101
612/292-8789

Minutes of the Meeting of the
REGIONAL TRANSIT BOARD
RTB Offices
February 18, 1988

BOARD MEMBERS PRESENT: Elliott Perovich, Chairman; Doris Caranicas; Carole Faricy; Ruth Franklin; Alison Fuhr; Rochelle Graves, George Isaacs, Paul Joyce; Ed Kranz

OTHERS PRESENT: Gregory Andrews, Judy Hollander, Kathy Christopherson, Mary Fitzgerald, Mike Kuehn, Regional Transit Board Staff; Charles Weaver, Jim Erickson, Jerry Seck, Wendell Anderson, Jean Austed, Ted Mondale, Larkin, Hoffman, Daly and Lindgren, Ltd; Steve Bertrand, United Handicapped Federation; Bob Rossman, Amalgamated Transit Union

The meeting was called to order at 5 p.m. and roll taken. This meeting was called at the direction of the board to discuss the Regional Transit Board's legislative program and process, lobbying activities by the chairman and members, and a contract amendment with legal counsel to broaden their activities. Weaver introduced the other members of the Governmental Affairs unit of the law firm. Erickson gave an overview of the organization's approach to lobbying activities. Anderson and Seck described other situations where the clients had on-staff lobbyists and retained the law firm for assistance. Erickson said the key is that there are 200 legislators who are very different and using the team approach allows the board and law firm to complement one another.

In response to Fuhr's question, Anderson described his approach to lobbying on the federal level.

Franklin asked how the work would be coordinated. Weaver said the proposed language describes how they will react to the chairman. Perovich said he and Weaver have worked together in this way since Weaver was with Holmes and Graven and Weaver has assisted in drafting legislation. His objection was to hiring a full-time lobbyist and paying to have him up at the Legislature all the time. Joyce said there is a misunderstanding: the board has no intention of hiring a full-time person. The session is short and there are a lot of bases to be covered. The members also have to get up to the hill. Franklin said there should be a set time for meeting to discuss upcoming activities. Seck said the principal lawyer selects the back-up and schedules regular meetings. The team meets to decide who will do what needs to be done. In some situations all the legislators must be contacted in a very short period of time. The board sets policy on what it wants to accomplish and tells the chairman and his assistant. The members have indicated they are willing to provide them with assistance, but there has to be one person in charge of implementing board policy.

In response to Fuhr's question about cost, Erickson said the average rates are about \$100 per hour. If a person is needed to sit in at a hearing, a less experienced person would do that. Perovich said no one can predict what has to be done. Isaacs said it is very important that the board be kept informed.

In response to Kranz' question about how to deal with the advocates of transit, who are very fragmented, Weaver said the advantage is in the number of people that can be contacted by the team. Fuhr asked if a coalition can be formed. Weaver said something should be pulled together. Faricy said Weaver would not be plugged in unless the chairman calls on him. Fuhr said our nemesis last session was the House; how would Larkin Daly overcome that? Erickson said to remember that those people want to do a good job. If you take some time to give them your side of the story you can overcome their objections. The board members should also come to the meetings and get involved. The board sets policy and the chairman will direct the lobbyists. (Ted Mondale arrived.)

Graves said she would prefer the time be designated. She is also concerned about whether there are misconceptions about what is happening on the hill. Erickson the firm has the resources and it is the board's decision on how involved they should be. Meetings of the board and the whole team would cost over \$500 for each meeting. Isaacs said this could be a Policy Committee or board meeting agenda item. He is comfortable with meeting with the lobbyists and said the members should be more active.

Caranicas said the chairman spent a lot of time outstate meeting with legislators and should get a lot of credit. Isaacs said the Schreiber amendment must be removed. The opposition may come from the DFL, who do not want RTB involved.

Seck said continuing efforts throughout the year are very important. By the time things come to committee many decisions have been made. Their strategy is maintain a continuous presence. Fundraisers are an opportunity to meet with a lot of people at one time. Erickson added that you have to build bridges for the long term and lay the groundwork. It is very important that the direction come from the chairman. No one is well served if the message is that there are two groups.

Franklin said the Legislative Audit Commission report gives RTB only two years to improve its image and members have to keep thinking about that. Caranicas said the board does not have to accept everything in the report. Erickson said the board needs to create two or three key legislative champions. The strategy is to find the five or ten most critical to the board's needs and work with them. If there is a legitimate criticism the board has to acknowledge it. Faricy asked if the RTB has the champions; Perovich said we have more than two. Keith Langseth has been helpful on many issues.

There being no further business, it was moved and seconded that the meeting be adjourned. The meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Mary Fitzgerald
Secretary

Minutes of the Meeting of the
REGIONAL TRANSIT BOARD
Metropolitan Council Chambers
March 21, 1988

BOARD MEMBERS PRESENT: Elliott Perovich, Chair; Doris Caranicas; Carole Faricy; Ruth Franklin; Alison Fuhr; Rochelle Graves; George Isaacs, Paul Joyce; Ed Kranz

OTHERS PRESENT: Gregory Andrews, Judy Hollander, Kathy Christopherson, Mary Fitzgerald, Mike Kuehn, Katie Turnbull, Regional Transit Board Staff; Charles Weaver, legal counsel; Mike McLaughlin, John Evans, Natalio Diaz, Metropolitan Council; Michael Ehrlichman and Steve Bertrand, United Handicapped Federation; Greg Failor, Metropolitan Transit Commission (MTC); Bill Hopkins, Transportation Handicapped Advisory Committee, T. J. McCloskey, Care Bus; Mary O'Hara-Anderson, State Council on Disability; Matt Peterson, Morley Bus Company; Dick Graham, DARTS; Bob Janasek, Transportation Management

The chairman called the meeting to order at 4:00 p.m. and roll was taken. Caranicas moved and Joyce seconded approval of the agenda; the motion carried unanimously.

Faricy moved and Fuhr seconded approval of the minutes of the March 1, 1988 meeting of the Special Ad Hoc Committee on Metro Mobility; the motion carried unanimously.

Joyce moved and Caranicas seconded approval of the minutes of the March 7, 1988 board meeting. Fuhr said the last paragraph on the third page should be amended to say the Metropolitan Council does not have authority. The mover and seconded accepted the friendly amendment. The motion carried unanimously.

The chairman suggested that Item 6.G., 1988 Metro Mobility Provider Contract Language, and Item 6.H, Metro Mobility Provider Recommendations for 1988 Contract Year, be tabled. Franklin said since the committee meeting there has been a lot of discussion and it is better to postpone action to allow time for staff to meet with Legal Aid and the providers in the new service areas. Franklin moved:

That the Regional Transit Board table action on Item 6.G., 1988 Metro Mobility Provider Contract Language, and Item 6.H, Metro Mobility Provider Recommendations for 1988 Contract Year, until its meeting of April 4, 1988; and

That the Regional Transit Board authorize the executive director to extend the existing contracts with providers through April 30, 1988. The board will then take action at the meeting of April 4, 1988 on the new contracts that will be effective on May 1, 1988.

Isaacs seconded the motion... In response to Kranz' question, Franklin said the action is proposed because additional information may be forthcoming regarding those issues and some of the providers who are going to start in the new area would like more time to get organized and start the process. It would be better for them to start May 1. Regarding the providers' request, Joyce said they should be given every opportunity rather than make mistakes the first day. Graves said she has some questions about the chain of command in the contract. Faricy asked that the selection criteria be sent to members. There was discussion about whether the issues should be sent back to committee.

McCloskey said many people came today to show their support of CareBus and are perplexed about the board's recommendation. He described the symbolism of the roses they were carrying. If the same standards had been used for everyone, other providers would have been cancelled as well. The CareBus budget was inadequate because of inadequate reimbursement by the RTB. Because resources were limited they were all dedicated to safety and they felt it would be irresponsible to give their attention to their administrative responsibilities. In their first month there was no administrative staff. He had copies of 40 letters of support delivered to the board over the weekend. He is concerned about tabling this issue and the reimbursement increase since the contract was to have ended March 31.

Isaacs said he read through most of the letters and it is admirable that people like the service but it has to be understood that the contract also calls for handling the paperwork because as a public body the RTB is responsible for disbursement of public funds and must be accountable. Tabling the issues will give members more time.

Caranicas told McCloskey that tabling the issue for a month will allow him to get his documentation in order. It is incumbent on him to get that done. McCloskey said in the 12th month they realized the operational personnel could not handle it. They have three people presently working full time and setting up new procedures. Graves said this incident is exactly why she has been asking for a map since May with transparencies so she can have a visual aid.

Mary O'Hare-Anderson distributed a statement from the Minnesota State Council on Disability (Exhibit A).

Steve Bertrand asked if this will hamper the expansion. The chairman said part of the reason for delay is that some providers in the expansion area have asked staff for more time to prepare. The expansion will take place as soon as they are ready.

Bob Janecek said when Transportation Management applied for a contract they were extremely rushed. They had to change the system in late 1987 to comply with requirements, which resulted in problems they thought were resolved. At times in 1987 they were the only provider in the distant suburbs. Now when the much-needed increase in revenue is here their contract will not be renewed. He asked that the board reconsider.

Vote was taken; the motion carried unanimously.

Andrews encouraged members to contact him if they have concerns about legal review of issues so information can be gathered prior to the meetings.

CONSENT LIST

Environmental Assessment Worksheet for the Calhoun Beach Apartment Project in Minneapolis: Fuhr moved and Caranicas seconded that the consent list item dated March 2, 1988 be approved. The motion carried unanimously.

REPORT OF THE POLICY COMMITTEE

Committee Chair Caranicas noted that the committee will meet immediately after the board meeting is adjourned.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Committee Chair Franklin reviewed the reports of the March 7 and March 14, 1988 committee meetings.

METRO MOBILITY TRIP REIMBURSEMENT STRUCTURE

Franklin moved and Joyce seconded:

That the Regional Transit Board approve the new Metro Mobility provider reimbursement rate structure, dated February 26, 1988, for the contracts that become effective April 1, 1988.

Franklin asked if there will be a problem moving ahead; we will not have the new contracts. Andrews said about 80-percent of the providers were contacted and indicated they would prefer to wait. The new rates specify Area I and Area II rates and since we have not expanded into some of those, it would cause some problems. Fuhr moved to amend the motion to provide for an effective date of May 1, 1988; Graves seconded the motion. The motion carried unanimously.

Kranz said staff should address the difference between its recommended rates and those of the Carter Goble report. Matt Peterson said 30 days is not significant, but he does not know any providers who are happy with the rates. He asked if it is possible to take the new Area I rates and implement them in the current service area. The providers are having a hard time with the absence of the computer and long trip rates.

Graves said there are differences between the old and new contracts and she wants to be sure the providers understand them. Peterson said a Letter of Agreement could be attached to the contract. Providers labored over every word in the contract and feel everything will work out well. It is the rate that is preoccupying them. Kouneski said the Carter Goble report recommended lower rates and curb to curb service and Metro Mobility offers door through door service--a higher level of service. An integral part of the new rate structure is lower rates on volume trips to provide incentive to serving individual riders. In response to Fuhr's question, Perovich said it would be very difficult to reimburse retroactively. Vote was taken, the amended motion was approved unanimously.

That the Regional Transit Board approve the new Metro Mobility provider reimbursement rate structure, dated February 26, 1988, for the contracts that become effective May 1, 1988.

METRO MOBILITY AGENCY COST-SHARING POLICY AND GUIDELINES, PUBLIC MEETING

Franklin moved and Joyce seconded:

That the Regional Transit Board accept the new Policy and Guidelines on Agency Cost-Sharing for Metro Mobility Special Service for the purpose of receiving public comment and schedule a public meeting on this subject for April 12, 1988 to be followed by a 30-day public comment period.

The motion carried unanimously. Perovich said this has been discussed at great length in the Semi-States Committees of the House and Senate and there have been suggestions that RTB look at rider language that agencies need to cost-share according to RTB policies. We may try to get that language approved this session.

1988 METROPOLITAN TRANSIT COMMISSION BUDGET RESUBMISSION, RESOLUTION NO. 88-02

Franklin moved and Caranicas seconded:

That the Regional Transit Board approve the Metropolitan Transit Commission amended 1988 budget totaling \$131,811,080, consisting of operating expenditures of \$101,023,077, debt service of \$4,288,255, and new authorized capital expenditures of \$26,499,748.

The Metropolitan Transit Commission amended 1988 budget, as approved by this action, should not anticipate a change in passenger fare revenue at this time as a result of implementing a fare simplification plan at mid-year. A budget amendment may be sought after final Regional Transit Board approval of the plan.

Roll call vote was taken; the motion carried (Isaacs absent).

ST. PAUL DIME ZONE EXTENSION REQUEST

Franklin moved and Graves seconded:

That the Regional Transit Board approve the extension of the St. Paul dime zone to East Seventh and Maria beginning May 1, 1988, and request that Metropolitan State University and the City of St. Paul work with RTB and MTC staff to implement the following transit system support and marketing activities:

1. Metropolitan State University:

- provide transit marketing services,
- provide bus shelter at site, and
- examine potential for bus pull-in area.

2. City of St. Paul:

- provide additional dime zone signage in the downtown area,
- use city posts for dime zone/transit route signage, and
- provide additional bus shelters in the dime zone area.

The motion carried unanimously.

REQUEST FOR PROPOSAL FOR MARKETING ASSISTANCE FOR NEW SUBURBAN SERVICES

Franklin moved and Isaacs seconded:

That the Regional Transit Board authorize the executive director to issue a Request for Proposal for a marketing consultant for the development of a marketing program for new services in an amount not to exceed \$30,000.

Turnbull said this is a first-time effort and the results of the study will be available to all providers. The motion carried unanimously.

METROPOLITAN TRANSIT COMMISSION REQUEST FOR ISSUING \$17 MILLION IN GENERAL OBLIGATION BONDS

Franklin moved and Fuhr seconded:

That the Regional Transit Board approve and authorize the sale of \$17 million of bonds, certificates of indebtedness or other obligations and forward this request to the Metropolitan Council for an April 1988 sale; and

That the debt issuance be structured to provide for all costs (over the current amounts available) associated with the issuance for the first year's debt service.

Perovich said this is within the limit authorized for the Metropolitan Transit Commission by the Legislature.

Kranz said the exurban guidelines should be placed on the Administration and Finance Committee agenda. He would also like to reconsider the committee process and the 1988 work program to reassess where we are so staff is not overworked and other projects overlooked. He would like a progress report on projects. Perovich agreed that should be done on a quarterly basis; expenditures reports are done now on a monthly basis. Fuhr said staff should create PERT charts.

OTHER BUSINESS

CHAIRMAN'S REPORT

Perovich noted that the Midwest Regional Conference will be March 29 through March 31 and replaces the Minnesota Public Transit Association Spring Conference. Jim Lorenz will run an accessible bus to Des Moines if anyone is interested.

In response to Franklin's question on the rationale of placing the responsibility for light rail transit with the highway commissioner, Perovich said people are reluctant to allow the board to get back into deciding what gets built. Franklin said if that is the case, why are we hiring a staff engineer? Isaacs said engineers are being interviewed and advised of the situation. We will still need a source of information and an educational program and someone to speak on an area-wide basis.

Franklin asked Weaver for a report. He said Perovich and Kuehn have been working hard. Things are not going well and there are people who are not anxious to give much to the RTB. Franklin said the board asked for reports from time to time on how things were going and if our staff is communicating and working out a strategy. Weaver said he met the first Monday with the chairman but because of travel problems and meeting schedules they have not met since until this morning. Perovich said it has been difficult, but he has contact with Jim Erickson and Jerry Seck more often. Until the last few days there has not been much activity. Graves said the board set up a system of checks and balances and it crumbled. In response to her question, Perovich said he has not needed help until this stage and has furnished background information to Weaver.

MEMBERS REPORTS

Graves, reporting on the APTA Legislative Conference, said Congressman Sabo encouraged people to start a letter campaign for transportation funding. She attended the Northwest Corridor meeting on Friday. The issue of money continues to arise and everything is unsettled.

STAFF REPORTS

Andrews said a number of issues between MTC and RTB are being discussed, among them are the revision to the Implementation and Financial Plan and the status of fare simplification.

Kuehn said the House Tax Bill is ready and he has reviewed it with Weaver and Andrews.

PUBLIC COMMENT

Steve Bertrand asked if the Metro Mobility funding has been trimmed to \$6 million. Perovich said that is correct. If agency cost-sharing is implemented along the lines suggested by staff, it would help offset the reduction.

Dr. Reatha King, President of the Metropolitan State University, thanked the board for extending the dime zone to their new location.

There being no other business, Fuhr moved and Joyce seconded that the meeting be adjourned. The motion carried unanimously; the meeting adjourned at 6 p.m.

Respectfully submitted,

Mary Fitzgerald
Secretary



270 Metro Square Building, Saint Paul, Minnesota 55101
612/292-8789

REPORT OF THE POLICY COMMITTEE

At its meeting of March 21, 1988 the committee reviewed and approved the following recommendations:

SPECIAL AD HOC COMMITTEE ON METRO MOBILITY RECOMMENDATION

That the Regional Transit Board direct its staff to take steps to strengthen the role and commitment of the Metropolitan Transit Commission to carry out its responsibilities as the contractor of the Metro Mobility Administrative Center. Specifically, the Regional Transit Board staff should set up a meeting with the Metropolitan Transit Commission to discuss the impacts of taking the following actions:

- * Explore options for Metro Mobility Administrative Center staff reorganization and/or additions that will result in more responsive management, stronger and identifiable leadership, and better communication with users.
- * Explore the options for giving Metro Mobility Administrative Center a more traditional supervisory relationship with providers.

Regional Transit Board staff should prepare an action plan for improving the accountability and performance of the Metro Mobility Administrative Center for presentation to the Regional Transit Board no later than April 15, 1988.

REQUEST FROM THE CITIES OF APPLE VALLEY, BURNSVILLE, EAGAN, PRIOR LAKE, ROSEMOUNT AND SAVAGE

During discussion, the members formally requested that the recommendation be amended to provide for 100-percent funding for consultant assistance and that the Mdewakanton Sioux government be involved in the planning process.

That the Regional Transit Board direct the staff to work with the Cities of Apple Valley, Burnsville, Eagan, Prior Lake, Rosemount, and Savage in conducting a transit service needs assessment and that the Regional Transit Board fund 100-percent of the cost of consultants assistance.

That the staff be directed to provide technical assistance to the six cities in this study and ensure that the Mdewakanton Sioux government be involved in the planning process.

APPROVAL OF THE REGIONAL TRANSIT BOARD CAPITAL PLAN

That the Regional Transit Board adopt the 1988 to 1992 Capital Plan with the revisions outlined in the March 10, 1988 staff report.

The final revised plan is being prepared for publication.

DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE UNITED PROPERTIES HEDBERG SITE DEVELOPMENT PROPOSAL

That the Regional Transit Board notify the City of Edina that it has completed its review of the Draft Environmental Impact Statement for the United Properties Hedberg Site development proposal. The Regional Transit Board requests that the Hedberg Environmental Impact Statement further examine the application of recommendations made in the I-494 corridor study, including identification of future transit service, transit support facilities, definition of methods to be used, and responsible parties to ensure the development and administration of Travel Demand Management programs and investigation of elements required to bring about a balanced approach to the gradual phasing of land development, travel demand, new roadway facilities, transit services and Travel Demand Management measures.

APPROVAL OF METRO MOBILITY CERTIFICATION PROCEDURE REVISIONS

1. Revise the current Appeals Board to include a resident expert (a physician, occupational or physical therapist, psychologist, orientation and mobility specialist) to assist the board in appeal decisions and accordingly adjust the number of other Appeals Board members from five to four in order to avoid an evenly split decision.

When a new applicant is denied certification, he or she may file an appeal within 30 days of notification of rejection. The Appeals Board is now comprised of five members of the Transportation Handicapped Advisory Committee, including at least three consumer members, who review the applicant's claim. The Appeals Board makes its determination within 30 days of the request, and the decision is final and binding.

2. Develop a Certification Review Panel to review both new and re-certifications on the recommendation of Metro Mobility Administrative Center staff. The panel, comprised of a physician, physical therapist, and psychologist, would review cases deemed questionable or borderline by the Metro Mobility Administrative Center. The review panel's decision would also be final and binding.
3. Stagger re-registration throughout the year. Currently, all Metro Mobility users are recertified at the same time, causing the Metro Mobility Administrative Center to be burdened with an influx of recertifications to process. By staggering re-registration throughout the year, the Metro Mobility Administrative Center will have more time to review questionable certifications.

The committee received an update from Katherine Turnbull on the Midway Corridor Light Rail Transit Analysis.

The next meeting of the committee will be April 18, 1988.

Doris Caranicas
Chair

pctobd
RTBTX1
3/25/88

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: March 25, 1988
TO: RTB Members
FROM: Elliott Perovich, Chair
SUBJECT: Metropolitan Council Priorities Discussion

Steve Keefe, Chair of the Metropolitan Council, has requested an opportunity to meet with the board and discuss the council's strategic planning process. A copy of his letter is attached.

Before our meeting, please give some thought to issues you would like to discuss.

mff
Encl.

February 23, 1988



Metropolitan Council
300 Metro Square Building
Seventh and Robert Streets
St. Paul, Minnesota 55101

Telephone (612) 291-6359

Elliott Perovich, Chair
Regional Transit Board
270 Metro Square Bldg.
St. Paul, MN 55101

Dear Elliott:

I wanted to let you know, as early as possible, about the Council's intentions this year with regard to Metropolitan Commission/Board involvement in the strategic planning process. As you may know, strategic planning has been promoted from a Chair's priority in 1987 to a top Council priority project in 1988 under the modest heading, "Planning for the 21st Century."

Shortly after I arrived at the Council, we launched an intensive effort to brief the Council on emerging regional issues, to do some brainstorming among Council members about future challenges, and to get more in touch with our stakeholders about what they expect from us. This process was quite successful in terms of Council members becoming involved earlier and more effectively in setting our agenda for 1988. We hope to build on this experience in 1988 and strengthen it in a number of areas.

I would like to invite myself to a meeting of the Board after the Council's first retreat in early March. By then we'll have a glimmer of what Council members are thinking about and I can share that with your members. At the same time, nothing will be locked in at that point and we can easily accommodate new ideas, suggestions and feedback.

Between now and mid-March, when these meetings begin, I'd like to ask you and your members to think about and discuss those things that you want to bring to the Council's attention. The primary focus should be on the Council's 1989 agenda and beyond, although other, more immediate subjects would also be appropriate if time permits. I'll try to be available for the entire meeting if necessary. Should it turn out that more than a meeting with me (and Council member liaisons) is necessary, we can schedule a discussion between representatives of the Board and Council members directly.

My secretary, Sandi Lindstrom, will be in touch with your staff to arrange for a mutually convenient time on your meeting schedule.

I am looking forward to meeting with you and the entire Board.

Sincerely,

A handwritten signature in cursive script that reads "Steve".

Steve Keefe
Chair

cc: Bob Mazanec, Acting Director, Metro Systems Department
Dirk deVries, Metropolitan Council District 13

Long-Range Council Concerns

1. Planning for future energy shortage, shock or emerging crisis.
 - . Risk assessment and risk management strategies.
2. Analyze economic/fiscal impacts on communities of various strategies for promoting and attracting development.
3. What are alternative growth assumptions for the region?
 - . What are current assumptions built into our planning?
 - . What kind of growth do people want?
 - . What are some alternatives?
4. Retirement in the 21st century.
5. Risk assessment of a major economic dislocation (like Oct. 19, 1987).
 - . How can we plan to minimize negative impacts of economic shocks on regional services?
6. In terms of future technological change, what kind of forecasting is possible and how can we effectively use that information for planning?
7. How can our future planning take into consideration the technological changes that we cannot predict?
8. Anticipating future social developments.
 - . What can we predict and not predict about the social future? What can we do about the things we can't predict?
9. What does it take to keep neighborhoods strong?
 - . The Council's Fully Developed Area Task Force Report looked at this question in the late 1970s. Learn what is useful from that work.
 - . Can the Council become a clearinghouse of information for the Region about what has made some neighborhoods more resilient?
10. What are important quality of life factors for the people of this Region, which need attention and which should be government's responsibility?
11. Possible pilot project to test urban design concepts on regional infrastructure. LRT a candidate.
12. Define a Council role in desegregation/integration.
13. Economic interrelationships of the Twin Cities and Greater Minnesota.
14. Analyze impacts of greater early childhood development investments (including prenatal care) on later lives of children. What does it cost not to make these investments?
15. Develop regional policies on the siting of community treatment facilities (chemical dependency, mental illness, correctional, etc.) so that they are less concentrated in a few areas.

16. Equitable distribution of major facilities that may have adverse community impacts, e.g., landfills, garbage incinerators, airports, etc.
17. Should Council become the banker for integrated regional infrastructure financing?
18. Goods movement study.

DC2665
PHDEV1/5

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: April 4, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: Edward Kouneski, Programs Manager *EK*
SUBJECT: Metro Mobility Provider Contract

Attached is an updated final version of the Metro Mobility provider contract. This new version incorporates changes based on Board member comments received last week by RTB legal counsel. In addition, staff has accepted final comments from providers and recommends that the following sentences be inserted, where noted, for clarification purposes:

Insert

- p.6 "Contractor shall notify MMAC to cause registration of all standing orders known to it before service under that order."
(Insert under item "a")
- p.8 "Contractor shall not collect any fare for Special Transportation Services for which Medical Assistance is received ..."
(Insert under item "4")
- "Special Transportation Services for which Medical Assistance compensation is received. "
(Insert as item "f")
- p.13 "... have a driving record clear of revocations, suspensions, and cancellations for the past three years. Contractor shall submit proof of this part (d) by July 1 each year."
(Insert under item "d (3)")
- p.18 "An extension seat belt shall be available for use as needed."
(Remove from item "8" and insert as new item "10")
- "... windows which open to provide a clear opening."
(Insert under item "a (1)")
- " All wheelchair transport vehicles purchased and put into service during the term of this Agreement shall have a wheelchair service door with a minimum clear opening of 36" x 54"."
(Remove as item "6" on p. 21 and insert as new item "1b")
- p.22 "... and shall be supplemented with periodic road testing by a mechanic to ensure the vehicle's proper operating condition."
(Insert under item "D")

Regional Transit Board
April 4, 1988
Page 2

Please note that the action requested from the Board today is to approve the attached version of the Metro Mobility provider contract with the changes noted above. Board member comments received by RTB legal counsel last week have already been incorporated into the attached version.

RTB legal counsel will be present at the Board meeting to discuss this further, as needed.

JAMES P. LARKIN
 ROBERT L. HOFFMAN
 JACK F. DALY
 D. KENNETH LINDGREN
 ANDREW W. DANIELSON
 WENDELL R. ANDERSON
 GERALD H. FRIEDEL
 ROBERT B. WHITLOCK
 ALLAN E. MULLIGAN
 ROBERT J. HENNESSEY
 JAMES C. ERICKSON
 EDWARD J. DRISCOLL
 JAMES P. MILEY
 GENE N. FULLER
 DAVID C. SELLERGREN
 RICHARD J. KEENAN
 JOHN D. FULLMER
 ROBERT E. BOYLE
 FRANK I. HARVEY
 RICHARD A. FORSCHLER
 CHARLES S. MODELL
 CHRISTOPHER J. DIETZEN
 JOHN R. BEATTIE
 LINDA H. FISHER
 THOMAS P. STOLTMAN
 STEVEN G. LEVIN
 FORREST D. NOWLIN
 MICHAEL C. JACKMAN
 JOHN E. DIEHL
 JON S. SWIERZEWSKI
 THOMAS J. FLYNN
 JAMES P. QUINN
 TODD I. FREEMAN
 STEPHEN B. SOLOMON
 PETER K. BECK
 JEROME H. KAHNKE
 SHERRILL OMAN KURETICH
 GERALD L. SECK
 JOHN B. LUNDOQUIST
 DAYLE NOLAN
 THOMAS B. HUMPHREY, JR.

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

ATTORNEYS AT LAW

1500 NORTHWESTERN FINANCIAL CENTER
 7900 XERXES AVENUE SOUTH
 BLOOMINGTON, MINNESOTA 55431
 TELEPHONE (612) 835-3800
 TELECOPIER (612) 835-5102

2000 PIPER JAFFRAY TOWER
 222 SOUTH NINTH STREET
 MINNEAPOLIS, MINNESOTA 55402
 TELEPHONE (612) 338-6610
 TELECOPIER (612) 338-1002

Reply to Bloomington



DAVID J. BEAT
 FRANCIS E. GIBERSON
 MICHAEL T. MCKIM
 CHARLES R. WEAVER
 HERMAN L. TALLE
 WILLIAM S. BRANDT
 VINCENT G. ELLA
 TRACY R. EICHHORN-HICKS
 ANDREW J. MITCHELL
 JOHN A. COTTER
 BEATRICE A. ROTHWEILER
 PAUL B. PLUNKETT
 AMY DARR GRADY
 ALAN L. KILDOW
 KATHLEEN M. PICOTTE NEWMAN
 CATHERINE BARNETT WILSON
 JEFFREY C. ANDERSON
 DANIEL L. BOWLES
 TODD M. VLATKOVICH
 TIMOTHY J. McMANUS
 JILL I. FRIEDERS
 GREGORY E. KORSTAD
 CRAIG A. PETERSON
 LISA A. GRAY
 GARY A. RENNEKE
 THOMAS H. WEAVER
 SHANNON K. MCCAMBRIDGE
 MICHAEL S. COHEN
 DENISE M. NORTON
 GARY A. VAN CLEVE
 MICHAEL B. BRAMAN
 JOSEPH W. DICKER
 JACQUELINE F. DIETZ
 GAYLEN L. KNACK
 RODNEY D. IVES
 JULIE A. WRASE
 CHRISTOPHER J. HARRISTHAL
 RONALD M. STARK, JR.
 SHARON L. BRENNAN

OF COUNSEL
 JOSEPH GITIS
 JOHN A. McHUGH
 RICHARD A. NORDBYE

ALSO ADMITTED IN
 WISCONSIN

April 4, 1988

Mr. Ed Kouneski
 Programs Manager
 Regional Transit Board
 270 Metro Square Building
 St. Paul, Minnesota 55101

Dear Ed:

Enclosed please find the latest version of the service agreement for Funding Metro Mobility Special Transportation Service. Please feel free to call with any questions.

Very truly yours,

Gregory E. Korstad

Gregory E. Korstad, for
 LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.

Enclosure

private person designed to serve handicapped persons, elderly persons, and others with special transportation needs who are unable to use mainline bus service. Special Transportation Services shall be as authorized by Minnesota Statutes, Section 174.31, Minnesota Statutes, Section 473.386, and Minnesota Rules, Parts 8840.0100 to 8840.6300.

B. METRO MOBILITY ADMINISTRATIVE CENTER

"The Metro Mobility Administrative Center" (MMAC) shall mean the organizational unit staffed and operated by the Metropolitan Transit Commission (MTC) pursuant to a contract with the RTB. The MMAC administers, supervises, and manages the daily operation of the provision of Special Transportation Services by Contractor and other contractors.

C. USER

"User" shall mean any person or persons eligible to receive Special Transportation Services under the rules of the RTB or the MMAC and who receive or request Special Transportation Service.

II. STATEMENT OF WORK

A. RESPONSIBILITY OF CONTRACTOR

The Contractor shall coordinate, manage, provide, and control all necessary activities to operate the Special Transportation Service as described in this Agreement. Contractor's responsibilities shall include: providing, operating, and scheduling vehicles and personnel; maintaining equipment; collecting and accounting for fares; developing administrative procedures; compiling performance statistics and financial reports; and developing methods to maximize service quality and safety; and such other activities as are necessary to provide Special Transportation Service.

The Contractor shall provide competent technical services to handle and correct any and all problems that arise associated with the Contractor's services under this Agreement.

B. DESCRIPTION OF TRANSPORTATION SERVICE

Contractor shall provide Special Transportation Services pursuant to User requests or standing orders and as described in Contractor's approved Management Plan dated _____ on file at the offices of the RTB, and any subsequent amendments thereto which

Management Plan is incorporated herein by this reference, and as described below:

1. Service District. Contractor shall provide Users with Special Transportation Service originating in the Metropolitan Transit Services Taxing District from Area I and/or Area II communities, as described in the Management Plan. Only trips having a User's final destination terminating within the Metropolitan Transit Service Taxing District shall be provided under the Special Transportation Service program. The identification of Area I and Area II communities is attached hereto as Exhibit I.
2. Door-Through-Door Service. Contractor shall assist users from the entrance of the building at the pickup location to the vehicle and from the vehicle through the first door at the user's destination. Provider assistance shall include support when walking, assistance in getting wheelchairs up and down steps, and pushing wheelchairs to and from the building entrance.
3. Wheelchair Lifts. Where applicable, Contractor shall properly position users wheelchair on any vehicle lift or ramp, operate the vehicle's lift, and properly secure the wheelchair in the vehicle.
4. Designated Vehicles. In Area I communities, Contractor shall provide _____ vehicles which shall be designated and used for the provision of Special Transportation Services as the first priority. _____ backup vehicles, available for providing Special Transportation Services shall also be designated by Contractor. Contractor shall provide _____ Special Service vehicles on weekends. These designated vehicles shall include a minimum of _____ wheelchair accessible vehicles.
5. Designated Vehicles. In Area II communities, Contractor shall provide _____ vehicles which shall be designated and used for the provision of Special Transportation Services as the first priority. _____ backup vehicles, available for providing Special Transportation Services shall also be designated by Contractor. Contractor shall provide _____ Special Service vehicles on weekends. These designated vehicles shall include a minimum of _____ wheelchair accessible vehicles.

6. Hours of Operation. Contractor shall provide Special Transportation Services on the days specified in the Management Plan, and shall be available and provide scheduled service at least between 6:00 a.m. and 11:00 p.m. on weekdays. On weekends and holidays, the first pickup time available shall not be later than 8:00 a.m. Contractor at its option may provide Special Transportation Service at other times after notice to MMAC.
7. Special Communication Equipment. Provider shall install equipment and train operators to receive service requests using a Telecommunications Device for the Deaf (TDD), unless an alternative arrangement is approved by the MMAC.
8. Guests. Contractor shall provide Special Transportation Service for one scheduled guest of a User in the company of a transported User (if space is available) and certified escorts. Contractor shall not, however, transport more persons in a vehicle than normal seating capacity. Contractor shall establish a uniform fee policy for transported guests.
9. Timely Service. Contractor shall pick up all Users to be transported within ten (10) minutes of the scheduled pickup time and provide for all scheduled return trips.
10. Daily Funding Limits. The MMAC with prior RTB approval may from time to time determine that available daily funding allocation for Special Transportation Service has been exhausted and may notify Contractor of that situation by telephone or otherwise. MMAC shall notify Contractor when 90% of the available daily funding allocation has been reached. After notice that daily funding allocations have been exhausted, Contractor shall accept no further requests by Users for Special Transportation Service for that day. Contractor shall not be paid for any services performed for requests that were received after notice funding allocation limits were exhausted.
11. Toured or Shared Trips. Contractor is encouraged to share or set up toured trips provided, such toured or shared Special Transportation Service shall be arranged so that no user trip exceeds 90 minutes.
12. Radio and Telephone Communication. Contractor shall provide and maintain equipment in vehicles

used for Special Transportation Services so that drivers are able to maintain two-way radio communication with Contractor at all times vehicles are in service. Contractor shall also provide telephone service for Users during all periods when its vehicles are in service under this Agreement.] *change*

13. Unavailability of Service. Contractor shall provide all requested transportation service unless it has been previously notified by MMAC or RTB the daily funding allocations have been exhausted, or unless all designated Special Transportation Service vehicles and/or drivers are otherwise engaged in providing Special Transportation Services. In the case of a denial of service, Contractor shall advise requesting User of the name and telephone number of at least one other Special Transportation Service contractor providing service in the area where the User resides.
14. Legal Requirements. Services provided hereunder by Contractor shall conform with all applicable local, state, and federal laws, rules, and regulations, including without limitation the following: Minnesota Statutes, Section 473.386, subdivision 6; Minnesota Rules, Parts 8840.5100 through 8840.6300 as may be amended from time to time; Minnesota Statutes, Section 299A.11 through 299A.18; municipal regulations and ordinances, federal and state laws relating to child restraint devices.
15. Certificate of Compliance. At all times when providing Special Transportation Service, Contractor shall have and maintain in good standing a Certificate of Compliance issued pursuant to Minnesota Statutes, Section 174.30, subdivision 4. Verification of compliance with Department of Public Safety Vehicle standards shall be provided to MMAC stating the compliance of any vehicle before it is used for Special Transportation Service. Contractor shall immediately advise MMAC if, at any time, Contractor is notified of any revocation, suspension, expiration without renewal, or limitation of the Certificate of Compliance or proceedings where the revocation, suspension, nonrenewal, or limitation of said certificate is sought.
16. Scheduling of Trips. Contractor shall schedule special transportation service trips as follows:

- a. All standing order trips provided under this Agreement shall be registered with the MMAC. Any trip shall be considered to be a standing order if the User is transported between the same locations at approximately the same time on three or more days per week. Contractor shall cause registration of all standing orders known to it before service under that order.
 - b. Demand order trips shall be immediately confirmed if possible; in all cases the confirmation decision shall be made by 2:00 p.m. the previous day. No subsequent denial or referral of a trip previously accepted may be made after 2:30 p.m. on the previous scheduling day except in the case of equipment or personnel unavailability not within the control of Contractor.
 - c. Trips to be provided on the same day of request shall only be assigned by MMAC. Contractor seeking same day trips may request assignments from MMAC.
17. Contractor Meeting. RTB or MMAC may from time to time request the attendance of a representative of Contractor at Contractor meetings upon reasonable notice. Contractor shall provide an authorized representative who shall attend Contractor meetings on behalf of Contractor.
 18. Marketing. Contractor shall undertake no marketing activities referring to the provision of Special Transportation Services as part of the Metro Mobility program without first receiving approval by MMAC of those marketing activities. MMAC shall approve all marketing activities which do not in MMAC's judgment result in an unfair competitive advantage for any provider.
 19. Management Plan Amendments. Service shall be provided as described in the Management Plan and any amendments thereto. No amendment to the Management Plan shall be effective until the RTB shall have consented thereto.
 20. MMAC Computer. Contractor shall use the MMAC computer database to timely compile all Special Transportation Service data. Any computer equipment owned by MMAC and used by Contractor shall be repaired by Contractor if damaged by Contractor's abuse or negligence. At the end of the Term all computer equipment owned by MMAC

shall be returned undamaged to MMAC. Contractor shall timely post all information required by MMAC or this Agreement into the MMAC computer system.

III. TERM

This Agreement shall be in effect for transportation services rendered from April 1, 1988 through June 30, 1989, and during any extensions thereof. Contractor may obtain the extension of this Agreement for two additional one-year periods by providing 90 days' advance notice to the RTB of its intention to so extend this Agreement.

Any extension of this Agreement shall be on the same terms and conditions unless Contractor has been notified of changes 120 days before the extension become effective.

IV. FUNDING OF SERVICES

A. FARES

As partial payment for the Special Transportation Services provided hereunder, the Contractor shall earn and collect the following passenger fares:

1. Contractor shall, except for Medical assistance funded trips, collect the fare of \$1.00 per one-way trip from each and every transported User and guest, but not from certified escorts.
2. Contractor may collect an additional fare in an amount not to exceed \$1.00 per mile or portion thereof from each transported User and first guest for the portion of any trip exceeding eight miles, up to a maximum additional mileage charge of \$2.75. For additional guests, after the first, Contractor may charge a fare established by Contractor. The additional fare shall not be charged to Users or guests unless Contractor shall have first established and filed with MMAC a uniform fare schedule describing the additional charges.
3. Contractor shall accept cash or Metro Mobility commuter tickets and extra mileage coupons in payment of fares. All Metro Mobility commuter tickets and extra mileage coupons received as payment for providing Special Transportation Services shall be redeemable from the MMAC when submitted as part of an invoice as provided in this Agreement.

4. Contractor shall not collect any fare for Special Transportation Services for which Medical Assistance is available and shall be entitled to any compensation provided by Medical Assistance for that trip as Contractor's exclusive compensation.

B. OPERATING SUBSIDY

1. Compensated Trips. As additional consideration for the provision of Special Transportation Service, RTB shall pay Contractor for each one-way trip (whether outgoing or returning) made by Contractor transporting a User. Operating subsidy shall be paid for each User plus certified escort. No operating subsidy shall be paid for:
 - a. Transportation of User's guest;
 - b. Any trip provided contrary to any provision of this Agreement relating to the method of providing services, qualification of drivers, vehicle requirements, or reporting requirements;
 - c. Special Transportation Service originating outside Contractor's service area exclusive of return trips (unless with prior MMAC approval);
 - d. Trips originating outside the Metropolitan Transit Taxing District;
 - e. Trips, any portion thereof where the User's ultimate destination is outside the Metropolitan Transit Taxing District;
 - f. Special Transportation Services for which Medical Assistance compensation is available;
 - g. Trips taken over 30 days from the submittal of the invoice.
2. Amount. The subsidy is based upon the type of vehicle used, the area communities served, the User's certification code, and the number of passengers transported to the destination. The subsidy amounts for each one-way ambulatory or wheelchair trip are as follows:

<u>Individual Subsidy Rates</u>	<u>Area 1 Communities</u>	<u>Area 2 Communities</u>
TAXI SERVICE		
o Ambulatory	\$ 6.50	\$ 8.00
o Wheelchair	\$ 9.50	\$11.00
VAN SERVICE		
o Ambulatory	\$ 6.50	\$ 8.00
o Wheelchair	\$14.50	\$17.50

Volume Subsidy Rates:

TAXI SERVICE		
o Ambulatory	\$ 4.50	\$ 4.50
o Wheelchair	\$ 8.00	\$ 8.00
VAN SERVICE		
o Ambulatory	\$ 4.50	\$ 4.50
o Wheelchair	\$10.00	\$10.00

3. Ambulatory and Wheelchair Trips. Determination of the applicability of the ambulatory or wheelchair subsidy rate shall be based on the two-number prefix of each User's certification code.
 - a. Certification codes with the following prefixes shall be defined as ambulatory trips: 33, 34, 35, 36, 37, 38, and 39.
 - b. Certification codes with the following prefixes shall be defined as wheelchair trips: 21, 22, 23, 24, 31 and 32.
4. Area I and Area II Trips. Determination of the applicability of the Area I or Area II community subsidy rate shall be based on the User's place of residence, as registered with the MMAC, for one-way trips that are either outgoing or returning, with this exception: one-way trips provided that begin and end in Area I -- for Users that reside in Area II -- shall be reimbursed at Area I subsidy rates; similarly, one-way trips provided that begin and end in Area II -- for Users that reside in Area I -- shall be reimbursed at Area II subsidy rates.
5. Volume Trips. The volume trip rates apply to trips in either of the following categories:

- a. One provider transporting five (5) or more Users to or from the same address at least five times per week and either dropoff or pickup is between either 6:00 a.m. and 10:00 a.m. or 2:00 p.m. and 6:00 p.m.
 - b. One provider transporting three (3) or more Users together in the same vehicle between the same locations.
- C. Payments shall be made by RTB to Contractor based on the invoice reporting forms and trip vouchers processed by MMAC. No payment shall be made for trips unless the voucher is 100% complete and accurate. MMAC shall process all vouchers submitted to date as of the first and the fifteenth (15th) day of each month. Payment of trips will be made only for those trips taken within thirty (30) days from the date of submittal to the MMAC.
- D. RTB may, in its discretion, change the passenger fares and/or subsidy to be paid during this Agreement or any extension of this Agreement, by giving Contractor 120 days advance notice thereof.
- E. Trip vouchers and invoice reporting forms shall be sent to:
- Metro Mobility Administrative Center
570 Sixth Avenue North
Minneapolis, Minnesota 55411-4398
- Contractor's payment request shall be prepared in a form acceptable to the MMAC and shall be supported by such copies of invoices, payrolls, driver trip sheets, dispatch logs, and other documents as may be required. All payment requests shall be processed within 30 days.
- F. A total of 12 percent of the last two payments to Contractor shall be withheld from the Contractor's payments until completion of an audit by the RTB.
- G. All invoices and related records are subject to audit by the MMAC or the RTB. If, at the end of the Term, as a result of final audit, it is determined that RTB has overpaid the Contractor, the Contractor shall immediately refund to RTB the amount of the overpayment. RTB may retain the amount of any overpayment arising out of a previous funding agreement, Special Transportation Services provided by Contractor in a previous year or under funds otherwise payable under this Agreement. Upon completion of the final audit, RTB shall make a final payment to the

Contractor of the amount of any unpaid balance in accordance with the provisions of this contract.

- H. The compensation authorized in this section IV shall constitute Contractor's exclusive compensation for the services provided under this Agreement. Contractor shall not charge or accept any payment for the services provided under this agreement other than as provided herein.

V. SCOPE OF CONTRACTOR'S RESPONSIBILITIES

A. SUBCONTRACTING BY CONTRACTOR

Contractor shall not assign or subcontract its obligations under this contract to any third parties unless RTB shall have first approved the subcontractor and terms of any subcontracts. The RTB retains the right to disapprove any such third party contracts. Consent to any subcontract or assignment shall not relieve Contractor of its primary responsibility for performance hereunder.

B. INDEPENDENT CONTRACTOR

Under the terms of this contract, Contractor is an independent contractor and has and retains full control and supervision of the services and full control over the employment and direct compensation and discharge of all persons assisting in the performance of its services hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all approved subcontractors during the Term.

C. MMAC MANAGEMENT FEE

Contractor shall pay to MMAC a management fee of \$160 per month for computer-related services plus \$95.00 per each additional modem line connection.

VI. MANAGEMENT OPERATIONS

The Contractor shall provide project management according to this Agreement and RTB policies for Special Transportation Service. The RTB may establish or modify rules which are reasonable for operation of this service after consultation with the Contractor.

A. PERSONNEL

All personnel providing transit Special Transportation Service shall know and understand the system. Contractor's personnel shall maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel shall record all passenger complaints and/or operational problems.

1. Project Manager. The Contractor shall at all times have designated a Project Manager who shall have ultimate responsibility for the operation of the project. The Project Manager shall provide supervision and management of the project's accounts including all revenues collected, operating records, and personnel. Delegation of management responsibilities may be distributed to personnel as deemed qualified by the Project Manager.

The Project Manager shall be available at all reasonable times to report to and consult with MMAC or RTB. Contractor shall promptly notify MMAC of the identity of the Project Manager and any changes of Project Manager.

2. Dispatcher. Contractor shall provide dispatch services including dispatching and communication with drivers at all times a vehicle is in service, to facilitate changes in services or emergency response.

3. Driver Requirements. The Contractor shall furnish at least _____ trained, qualified, and licensed drivers as necessary for the safe operation of vehicles used in providing the service and substitute drivers. All drivers providing services hereunder shall possess all licenses, permits, and medical certificates required by law and be fully trained in all operational procedures, including emergency medical procedures. Without limitation, all drivers of vehicles (including taxicabs) when providing Special Transportation Services, shall meet the following requirements:

- a. No driver shall operate a vehicle used for providing Metro Mobility service unless that driver:
 - (1) has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;

- (2) does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and
 - (3) has no current medical condition which interferes with the ability to drive safely.
- b. Every two years each driver shall obtain, on a form prescribed by the Commissioner of Transportation, a physician's statement that the driver has no current medical condition which interferes with his or her ability to drive safely. This shall be obtained prior to employment as a driver of a Metro Mobility vehicle. School bus drivers or employees of facilities which are licensed by the Department of Health or the Department of Public Welfare, who are required to provide a physician's statement of health on a regular basis, may substitute that form or statement for the form required in this section.
- c. Each driver shall be able to perform a vehicle safety inspection and each driver and attendant, in the case of a vehicle which is staffed by a driver and an attendant, shall be able to assist a passenger into the vehicle and operate a wheelchair lift or ramp if the vehicle is equipped with it.
- d. Each driver shall also meet the following criteria:
- (1) Except for taxicab drivers, possess a Class B driver's license valid in Minnesota;
 - (2) be at least 18 years of age and have not less than one year of experience as a licensed driver; and
 - (3) have a driving record clear of revocations, suspensions, and cancellations for the past three years. Contractor shall submit proof of compliance with the requirements of this part (d) by February 1 and July 1 each year.
- e. Each driver and attendant shall successfully complete a first aid or emergency care

Change

course of sufficient time to adequately include instruction in the following elements:

- (1) treatment of shock;
- (2) control of bleeding;
- (3) airway management;
- (4) prevention and treatment of frostbite and exposure to cold;
- (5) prevention and treatment of heat exhaustion and heat stroke;
- (6) identification of sudden illness such as stroke, heart attack, convulsions, fainting, and seizures; and
- (7) appropriate use of emergency medical assistance services.

f. Each driver and attendant who transports Users shall complete a minimum of eight (8) hours training in the techniques of transporting and assisting elderly and physically handicapped users which shall be approved by Minnesota Department of Transportation and shall include instruction in the areas of instruction required by Minn. Rules Part 8840.5900 and include the following elements:

- (1) discussion of characteristics of the aging process and major disabling conditions;
- (2) discussion of common assistive devices used by elderly and handicapped persons;
- (3) discussion of attitudes toward elderly and handicapped persons which includes the participation and handicapped and elderly persons;
- (4) instruction in methods of handling wheelchairs;
- (5) instruction in moving, lifting, and transferring passengers;

- (6) guidelines for transporting handicapped persons; and
 - (7) instruction and experience in the operation of the lifts, ramps, and wheelchair securement devices of any vehicle to be operated by the driver.
- g. Each driver and attendant shall receive instruction in the use of the fire extinguisher.
 - h. Each driver or attendant shall successfully complete the training requirements of this Agreement prior to the effective date of this Agreement. Copies of certificates indicating successful completion of courses shall be maintained in the Contractor's files.
 - i. Each driver and attendant shall successfully complete a refresher first aid or emergency care course every three years. The refresher course shall include instructions in the elements listed in item (e).
 - j. Contractor shall provide all Special Transportation Service drivers with such identification as is specified by RTB. Drivers shall display such identification as required by RTB.
 - k. Contractor shall cause all drivers to become familiar with state law relating to sexual abuse and vulnerable adult abuse and instructing in appropriate responses to and report of such incidents.
 - l. Each driver shall attend and participate in all scheduled safety and informational meetings held by Contractor. Contractor shall establish an information and safety meeting policy providing a means of instructing drivers on safety issues and updating drivers on administrative procedures relating to services provided under this Agreement.
 - m. Contractor shall provide each driver with a copy of Metro Mobility trainee manual "Vehicle Operator Training Manual and Resource Guide." RTB shall provide one camera-ready copy of the manual and an initial copy for each driver designated in

paragraph VI A 3. Contractor shall submit to the MMAC a plan for using the training units from this manual to complement Contractor's driver training program.

n. Contractor's driver selection procedures shall include a background reference check for all driver applicants before hiring.

4. Other Personnel. The Contractor shall supply and furnish all other personnel and services as are necessary for the safe, sound, and efficient delivery, operation, supervision, and maintenance of the transit service and the vehicles and equipment used therein.

The Contractor shall be solely responsible for the satisfactory work performance of all personnel and drivers pursuant to reasonable performance standards established by the RTB. Contractor shall remove from the project any personnel, including drivers, that do not meet these standards.

B. CUSTOMER SERVICE

Contractor shall maintain a telephone information service for contract operations. Qualified and knowledgeable personnel shall dispense service information and handle complaints. Records of complaints regarding service shall be maintained on file with the Contractor, reported to MMAC as required in Section VIII(B)(1)(b) of this Agreement, and made available for inspection by RTB. *added*

Contractor shall maintain a "lost and found" service for items left on the vehicles.

VII. VEHICLES

All designated vehicles and equipment shall meet the standards of this Section VII. The RTB shall be provided with current vehicle inventory forms to be included as part of the Management Plan covering each vehicle used for Special Transportation Service.

A. VEHICLE REQUIREMENTS

1. Repair or Replacement. In the event of any breakdown or malfunction of a regularly assigned vehicle, such vehicle shall be immediately removed from service and repaired or replaced *added* within a period of seven (7) calendar days from the date of breakdown. Any replacement vehicle shall be of equal or better general condition as the vehicle which it replaces.

2. Markings. All vehicles providing Special Transportation Service shall display a clearly visible service identity marking provided by the RTB.

B. GENERAL VEHICLE SPECIFICATIONS

All vehicles operated in Metro Mobility service shall meet the following specifications. In addition, all vehicles must comply with the State Operating Standards for Special Transportation Service (Minnesota Statutes, Section 174.30) and all other application federal and state regulations.

1. Whether new or used, all vehicles purchased and put into service during the term of this Agreement shall meet rollover standards contained in Federal Motor Vehicle Standard Number 220.
2. In all vehicles, doors and windows shall open and close as intended by the manufacturer.
3. There shall be no holes in the vehicle that admit exhaust gases.
4. The interior and exterior of the vehicle shall be free of jagged edges.
5. Vehicles shall be equipped with heating, maintained in working order.
6. The following minimum safety equipment shall be provided and secured within each vehicle:
 - a. Warning Devices. Six (6) 30-minute road flares and/or three (3) portable warning reflectors mountable on stands (provided) shall be furnished.
 - b. Fire Extinguisher. One dry chemical fire extinguisher of at least five (5) pound capacity shall be furnished and shall be bracket mounted and easily accessible to the driver.
 - c. First Aid Kit. An adequate first aid kit shall be furnished and mounted in a location easily accessible to the driver.
7. In all vehicles, seats shall be securely fastened to the floor or frame of the vehicle. Seat covering shall be of fully padded construction. Seat covering and padding material shall be fire resistant and shall not support combustion.

8. In all vehicles (except those certified as school buses), each ambulatory passenger seat shall be equipped with a quick-release seat belt. An extension seat belt shall be available for use as needed. Seat belts shall be securely attached to structural members of the vehicle at two points. Attachment to the vehicle floor is acceptable when a 2 1/2" or 3" washer is used.
9. Vehicles shall have available upon advance notice by User a federally approved child restraint device.

C. SPECIFICATIONS FOR WHEELCHAIR TRANSPORT VEHICLES

In addition to the general vehicle specifications, vehicles used to transport persons in wheelchairs, with the exception of taxicabs, shall meet the following specifications:

1. Structural.

- a. Emergency Exits. Each wheelchair transport vehicle shall have a front passenger entrance door in addition to the wheelchair accessible door. The location of all exits must be clearly marked on the interior of the vehicle. Vehicles shall also be constructed with at least one of the following:

- (1) windows which open to provide a minimum 24" x 24" clear opening;
- (2) at least one roof hatch; or
- (3) a rear exit door that can be opened from both the inside and outside of the vehicle.

2. Interior.

- a. Head Room. All wheelchair transport vehicles purchased and put into service during the term of this Agreement shall have a minimum of 57 inches of head room at the aisle.
- b. Flooring. All wheelchair transport vehicles purchased and put into service during the term of this Agreement shall have heavy-duty transit flooring.

- c. Air Conditioning. All wheelchair transport vehicles purchased and put into service during the term of this Agreement shall be equipped with air conditioning. A variance may be granted by RTB for vehicles exceeding 12,000 lb. gross vehicle weight.

3. Seating.

- a. Flip Seating. Flip seating shall include a locking mechanism which secures the seat in an upright position when not in use. Flip seats, when in an upright position, shall not interfere with proper securement and restraint of wheelchair passengers.

4. Wheelchair and Passenger Restraints.

- a. Wheelchair Restraints. The wheelchair restraint system shall be securely attached to structural members of the vehicle and shall attach to the wheelchair at three or four separate positions. The restraint system shall attach to the wheelchair frame, rather than the wheels at each of the three or four points. Wheelchair restraints shall be adjustable so as to secure the various sizes and types of wheelchairs, with the exceptions of "Amigo" brand or similar types.
- b. Wheelchair Passenger Restraints. A Type 1 or Type 2 state-approved seat belt meeting the standard of Minn. Rules Part 7450.0600 shall be provided for each wheelchair. This belt must be secured to the vehicle floor or be secured to a combination of floor (lap portion of belt) and roof/sidewall (chest portion of belt). The wheelchair restraint and wheelchair passenger restraint shall be independent systems; i.e., passenger restraint shall not be used as a wheelchair restraint. Wheelchair passenger restraints shall be quick-release, automotive-type and be designed and installed in such a manner that the restraint belts transfer crash forces to the hips and upper torso portions of the passenger and shall not transfer these forces to the abdomen portion of the passenger.

5. Wheelchair Lifts and Ramps.

- a. Ramps. Wheelchair ramps shall have a non-skid surface. One end of the ramp shall be secured to the floor of the vehicle when in use. Each side of the ramp shall have an edge barrier at least 1 1/2" high. A wheelchair shall not be moved on a ramp unless all wheels fit securely within the edge guard.
- b. General Wheelchair Lift Requirements. Automatic and semi-automatic lifts shall meet the following requirements:
 - (1) In addition to these specifications, lifts shall be designed, built, attached, and operated in accordance with applicable safety codes and design standards.
 - (2) In addition to normal operating power, lifts shall be designed to allow a manual method of unloading passengers and returning the lift to the stowed position in the event of power failure.
 - (3) The design load, defined as the heaviest static load that can be applied to the lift when evenly distributed, shall be not less than 600 pounds.
 - (4) Placement of the lift or the method of attachment shall not significantly diminish the structural integrity of the vehicle or cause a hazardous unbalancing of the vehicle by its weight when the vehicle is moving or by its weight and load when the vehicle is stopped.
 - (5) All exposed edges or hazardous protrusions on lifts which are stowed inside the passenger compartment shall be equipped with padding of a thickness to the manufacturer's recommendation. Padding shall be of an energy absorption material capable of minimizing injury-producing forces and shall extend to within 3" of the vehicle floor.

- (6) Lift door shall have a minimum clear opening of 36" x 54".
 - (7) Interior padding shall be provided above the door opening for the lift to avoid injury to wheelchair passengers and attendants during loading and unloading. Padding shall extend the entire width above the door opening and shall also be provided along the interior roof-ceiling mating edge, and at all other locations where sharp or potentially hazardous edges occur.
 - (8) Lifts shall be capable of being raised and lowered with no sudden acceleration, deceleration, or jerking motion.
- c. Lift Platforms. Lift platforms shall meet or exceed the following requirements:
- (1) Platform size shall be a minimum of 30" x 42".
 - (2) Platform shall have a non-skid surface.
 - (3) Platforms shall be equipped with an automatically actuated rolloff barrier across the full length of the end of the platform. Each barrier shall be not less than 3 1/2" higher than the platform surface and shall be of sufficient thickness and strength to prevent the wheels of the wheelchair from rolling over or through the barrier. Platforms shall also be equipped with permanent vertical side rims at least 2" higher than the surface of the platform.
 - (4) Platforms shall have a transition plate mounted as an integral part of the lift to provide transfer from the platform to the interior of the vehicle.
- d. Auxiliary Steps. Any item or device used as an aid to entry into vehicles shall be of a design approved by MMAC. All auxiliary steps shall be adequately secured when not in use.

D. VEHICLE OPERATION, MAINTENANCE, AND HOUSING

Vehicles shall be operated in conformance with RTB policies, MMAC operating standards and procedures and all lawful orders, rules, statutes, or regulations of any federal, state, or local agency having jurisdiction over Contractor, and with due regard for the safety, comfort, and convenience of passengers and the general public. Drivers shall be responsible for assuring passenger use of all provided safety equipment.

The Contractor shall provide and maintain appropriate fixed vehicle storage and maintenance facilities for the garaging and servicing of the vehicles.

Contractor shall submit all vehicles used to provide service hereunder to an inspection program approved by RTB which shall include a pre-trip inspection by the driver each day prior to being placed in service and shall be supplemented with road testing by a mechanic to ensure the vehicle's proper operating condition. A record of all such inspections shall be kept by the Contractor and made available to the MMAC upon request. MMAC may direct, and Contractor shall remove any vehicle not in proper operating condition.

The Contractor shall also be responsible for ensuring the vehicle's high quality appearance. Vehicles shall be kept in a clean condition. Exterior washing shall be performed at least weekly, and vehicle interiors shall be swept or vacuumed daily to remove all dirt and debris.

VIII. DOCUMENTATION OF SERVICE DELIVERY

A. RECORDS

Contractor agrees to keep and maintain all records required by RTB or MMAC under this contract for a period of three (3) years from the date of final payment and to allow RTB or MMAC to copy and inspect all of the required records at any time during regular business hours. Authorization for disposal of records before three (3) years may be obtained from the RTB at Contractor's request, if RTB's purpose for retaining the records is otherwise satisfied.

Upon request, the Contractor shall furnish to MMAC copies of all reports required by law or regulation to be furnished to the RTB or any other governmental body or authority having legal jurisdiction over operational matters of the Contractor.

The Contractor shall, at the end of the term of this Agreement, turn over in a timely fashion any and all records that are reasonably requested by the RTB.

B. PROJECT OPERATIONAL RECORDS

Contractor agrees to maintain operational records documenting the performance of the special transportation service. Operational records shall include, but are not limited to, the following:

1. Monthly Summaries. The Contractor, in accordance with the reporting schedule and requirements established by the MMAC, shall prepare and submit to MMAC a monthly summary report. This summary shall include:
 - a. Contractor requests for payment submitted on the Metro Mobility daily invoice reporting forms supplied by the MMAC. Contractor shall list, by rider's certification number, each ambulatory trip provided, each wheelchair trip provided, each no-show, and each cancellation. Additionally, the Contractor shall provide a listing of each trip denied due to the Contractor's inadequate capacity in the form required by the MMAC.
 - b. Documentation of operational problems, significant variations in ridership, service timeliness, missed trips, trip denials, and basis for denials, passenger complaints and commendations, along with descriptions of actions taken.
 - c. Drivers' trip sheets, the content, and form of which shall be mutually agreed upon by the MMAC and Contractor.
2. Financial Records. The Contractor shall separately account for all project expenditures and keep any other relevant financial records or documents. The Contractor and its subcontractors shall keep full and complete books of account following generally accepted accounting principles reflecting its operations pursuant to this Agreement.
3. Incidents and Accidents. All occurrences involving injury and/or property damage during provision of Special Transportation Services shall be reported to MMAC riders liaison or administration as soon as possible within 24

dent

hours. Within 48 hours contractor shall cause a written accident report to be received by MMAC.

C. AUDITS

As required by Minn. Stat. Section 15.17, the records, books, documents, and accounting procedures and practices of the Contractor and of any subcontractor relating to work performed pursuant to this Agreement shall be subject to audit and examination by RTB and the legislative auditor or state auditor.

The Contractor and any subcontractor shall permit the RTB or its designee to inspect, copy and audit its accounts, records and business documents at any time during regular business hours, as they may relate to the performance under this Agreement.

D. INSPECTIONS

The RTB and MMAC shall have the right in its discretion to monitor, examine, and investigate, all elements of the contractors Special Transportation Service delivery system under this Agreement. The Contractor shall cooperate with the RTB and assist with inspections as requested by RTB and as authorized by Minn. Stat. § 473.375, subd. 6.

E. SURVEYS

On board passenger surveys may be required by RTB for the purpose of project evaluation; if so, the Contractor agrees to distribute passenger surveys in the manner and at the times specified by RTB. The results of the surveys required under this contract shall be provided to RTB.

IX. INDEMNITY AND INSURANCE

A. INDEMNIFICATION

Except as caused by the negligence of the RTB, Contractor undertakes and agrees to defend, indemnify, and hold harmless the RTB and all of the RTB's board members, agents, and employees from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage, or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage to or destruction of any property of either party hereto or of third parties, arising in any manner by reason of or incident to the performance of the contract on the part of Contractor

or a subcontractor, whether or not contributed to by any act or omission of the RTB or any of the RTB's board members, officers, agents, or employees.

B. INSURANCE

The Contractor shall provide, keep in force, and furnish evidence of, a contract or contracts of insurance with reliable companies authorized to do business in the state of Minnesota by which contracts the Contractor and the RTB are insured against any claim, demand or loss for injury to persons or damage to property resulting from, growing out of or connected with the management, supervision, and operation of the transit service provided under this Agreement or its appurtenant facilities or any act or omission to act by Contractor or any of Contractor's personnel.

The required minimum limits of coverage for insurance are \$200,000 per claimant for injury, death, or property damage by wrongful act or omission, and \$600,000 for any number of claims arising out of a single occurrence. A variance to this requirement may be granted if the above coverage limits are not available.

The Contractor shall provide a Certificate of Insurance in acceptable form as verification of compliance with these provisions at least ten (10) days before the commencement of service hereunder and ten (10) days before any contemplated renewal or change in coverage.

With respect to the interests of the RTB, such insurance shall provide that it may not be cancelled, reduced in coverage or limits, or non-renewed except after thirty (30) days' written notice has first been given to the RTB.

No compensation for services provided shall be paid for any period during which required insurance is not in force. Any payment for services shall be withheld until an approved certificate of insurance is on file.

C. WORKER'S COMPENSATION

The Contractor shall at all times keep fully insured at its own expense all persons employed in connection with performance of the contract as required by the laws of the State of Minnesota relating to Worker's Compensation Insurance and shall hold the RTB harmless from any liability, damages, claims, costs, and expenses of any nature arising from any allegation of

violations of personnel practices or from any allegation of an injury to an employee of the Contractor performing work or labor necessary to carry out the provisions of the contract. Such policy shall provide for fifteen (15) days' prior notice to the RTB of any change, cancellation, or lapse of such policy. Prior to the effective date of the contract, the Contractor shall file a copy of such policy with the RTB.

D. MODIFICATION OF COVERAGE

The RTB reserves the right at any time during the Term to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days' written notice.

E. UNDERLYING INSURANCE

Contractor shall require indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, agents, and subcontractors, if any, to protect the Contractor's and the RTB's interests, and shall ensure that such persons comply with any applicable insurance policy requirements to maintain coverage.

X. GENERAL PROVISIONS

A. DEFAULT

1. Defined. The Contractor shall be in default hereunder if it shall abandon or delay unnecessarily, the performance of services hereunder or in any manner shall refuse or fail to comply with this Agreement or the specifications or instructions of the RTB or MMAC relative to this Agreement, including but not limited to failure to maintain proper certification of drivers, vehicles, and Contractor; failure to procure insurance; failure to maintain or produce records required hereunder. A default may also be declared because of failure of the service to operate within agreed performance standards as evidenced by RTB or MMAC inspection, through surveys or monthly operating reports, or by repetitive communications by riders of the service. *Change*
2. Notice and Opportunity to Cure. The Contractor shall have three (3) days after receiving written notice from MMAC of default, to cure the default or show good cause for such delay, abandonment, refusal, or neglect to comply with this Agreement

or the specifications or instructions of the RTB or MMAC, after which time if the default continues the Contractor shall be in default.

B. TERMINATION

Upon Default by the Contractor and failure to cure, the RTB may immediately terminate contract service and related payments to the Contractor. Termination may be ordered by RTB after consultation with MMAC. Upon Default by Contractor and failure to cure, the MMAC *Change* may order the suspension of the contract service and related payments for a period not to exceed thirty (30) days. Notwithstanding suspension or termination of services and payment, all other obligations of Contractor under this Agreement shall remain in effect. In the event of termination due to default by the Contractor, the RTB shall not be precluded from recovering actual damages to which it may be entitled and may exercise any other rights it has to secure performance of this Agreement. Contractor may, upon thirty (30) days notice, terminate its provision of services hereunder at any time if contractor is not otherwise in default.

C. PENALTIES

In addition to its other rights upon default and failure to cure, the MMAC may assess financial penalties against Contractor for any violations of this Agreement in amounts that are reasonable but not to exceed \$500.00 per occurrence. Violations for which penalties may be expected include, without limitation; unexcused trip denial, untimely service, or failure to meet performance standards or regulations relating to service delivery, personnel or equipment.

D. ENFORCEMENT

The MMAC shall establish and administer an enforcement mechanism and procedure for assuring the compliance of Contractor and Contractors with the obligations under contracts to deliver Special Transportation Services with the RTB. The enforcement procedures will, at a minimum, include:

1. Identify events of noncompliance or breach of contract.
2. Confirm events of noncompliance and initiate appropriate disciplinary measures.
3. Determine appropriate sanctions to be imposed.

E. NOTICE

Notice for purposes of this Agreement shall be sufficient if given by certified mail to the addresses listed below, and shall be deemed to have been given the day of mailing.

RTB:

Regional Transit Board
Attn: Programs Section
270 Metro Square Building
St. Paul, Minnesota 55101

CONTRACTOR:

F. UNAVOIDABLE OCCURRENCES

Service shall be provided as scheduled. The service shall maintain on-time performance, except that the Contractor shall not be held responsible for failure to provide on-time service due to weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters.

Should RTB budget appropriation and tax levy be insufficient to meet current requirements or should appropriations for RTB be reduced resulting in the lack of funds sufficient to meet all of its needs, RTB may upon sixty (60) days' notice to Contractor terminate this Agreement.

G. LICENSES AND TAXES

The Contractor and its subcontractors shall procure and keep current any and all licenses, permits, or certificates which are or may be required by properly constituted authorities for the performance of the service. Furthermore, the Contractor and its subcontractors shall pay when due all taxes assessed on property owned by it, to be used in connection with the furnishing of the service including storage facilities and vehicles.

H. EQUAL EMPLOYMENT OPPORTUNITY

In conjunction with the execution of its obligations hereunder, Contractor agrees that it and any subcontractors hereunder shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, age, political affiliation, or sexual preference, and shall take affirmative actions to ensure applicants are employed

and employees are treated during employment without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, age, political affiliation, or sexual preference in all matters, including employment, upgrading, demoting, or transfer, recruitment or recruitment advertising; layoff, return from layoff or termination; rates of pay or other forms of compensation; and selection for training or apprenticeship.

Contractor shall obtain and keep in force a certificate of compliance with the equal employment opportunity/affirmative action obligations of Minn. Stat. § 363.073.

I. DISADVANTAGED/WOMEN BUSINESS ENTERPRISES

Pursuant to RTB policy, Contractor shall establish minimum goals of ten percent (10%) Disadvantaged Business Enterprises and three percent (3%) Women Business Enterprises participation for all contracting opportunities related to the performance under this Agreement. These opportunities include but are not limited to: insurance, office supplies, and equipment, building maintenance, vehicle maintenance, bus parts, fuel, printing, consultant services, and advertising. Contractor shall establish and comply with Disadvantaged Business Enterprises and Women Business Enterprises plans and, upon request, shall submit proof to the RTB of Contractor's compliance with these standards.

J. TITLE VI--CIVIL RIGHTS ACT OF 1964

The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the U.S. Department of Transportation, to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance from the Department under federal urban mass transportation programs; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by the Department under federal urban mass transportation

programs, this assurance shall obligate the Contractor, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is extended to it by the Department under federal urban mass transportation programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Contractor by the Department under federal urban mass transportation programs. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

K. NONWAIVER

The failure of RTB at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

L. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and agrees that it shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that in the performance of the agreement, no person having any such interest shall be employed.

The Contractor shall disclose to the RTB any contract, agreement, or understanding that the Contractor has as of the date of submission of the agreement, or in the future may have, with any entity or individual which may represent a conflict of interest in the performance of the Contractor's duties hereunder, and if the RTB determines that there is in fact a

conflict, then the Contractor shall forthwith resign from such conflicting contract, agreement, or understanding, in which event the agreement shall remain in full force and effect. In the event the Contractor does not so resign, then the RTB shall have the option of terminating this Agreement forthwith.

XI. ARBITRATION

Any dispute under this Agreement which the parties agree to arbitrate shall be settled in accordance with the rules and procedures of the American Arbitration Association, except that only one arbitrator shall be used to settle any dispute.

IN WITNESS WHEREOF, the parties signed below have caused this Agreement to be executed.

REGIONAL TRANSIT BOARD

CONTRACTOR

Gregory L. Andrews
Its: Executive Director

Its: _____

The provisions of this Agreement have been reviewed and are approved by the Metro Mobility Administrative Center.

METRO MOBILITY ADMINISTRATIVE
CENTER

Lyle Frerichs
Its: Manager

EXHIBIT I

COMMUNITIES IN THE METRO MOBILITY SERVICE DISTRICT

AREA I

Bloomington
Brooklyn Center
Brooklyn Park
Columbia Heights
Crystal
Edina
Falcon Heights
Fridley
Golden Valley
Hilltop

Hopkins
Lauderdale
Lilydale
Little Canada
Maplewood
Mendota
Mendota Heights
Minneapolis
New Hope
Newport

North St. Paul
Richfield
Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
Spring Lake Park
West St. Paul

AREA II

Sector 1

Anoka
Blaine
Centerville
Circle Pines
Coon Rapids
Lexington
Lino Lakes

Sector 2

Arden Hills
Gem Lake
Mounds View
New Brighton
North Oaks
Shoreview
Vadnais Heights
White Bear Lake
White Bear Township

Sector 3

Bayport
Baytown
Birchwood
Cottage Grove
Dellwood
Lake Elmo
Mahtomedi
Oakdale
Oak Park Heights
Pine Springs
St. Paul Park
Stillwater
Willernie
Woodbury

Sector 4

Apple Valley
Burnsville
Eagan
Inver Grove Heights
Rosemount
Sunfish Lake

Sector 5

Prior Lake
Savage
Shakopee

Sector 6

Chanhassen
Chaska

Sector 7

Champlin
Deephaven
Eden Prairie
Excelsior
Greenwood
Long Lake
Maple Grove
Medicine Lake
Minnetonka
Minnetonka Beach
Mound
Orono
Osseo
Plymouth
Shorewood
Spring Park
Tonka Bay
Wayzata
Woodland



City of Savage

6000 McColl Drive • (County Road 16) • Savage, Minnesota 55378 • (612) 890-1045

March 22, 1988

Board Members
Regional Transit Board
270 Metro Square Building
Saint Paul, Minnesota 55101

Dear RTB Board member:

I would like to take this opportunity to ask for your continued consideration and support of the proposed Needs Assessment/ Transit Study being undertaken by the City of Savage, along with the cities of Apple Valley, Burnsville, Eagan, Prior Lake and Rosemount.

The transportation needs of these cities, and especially Savage, is of great importance in light of the dramatic growth taking place in this area. It is my understanding that the RTB staff, along with the six communities, will be working together on the study. I feel that the cities must maintain control of the study in order to best determine our collective and individual transportation needs, all the while utilizing the resources and expertise of the RTB staff. I also understand that the cities are requesting funding for the study. As you may or may not know, the City of Savage generates almost \$100,000 annually in tax revenue for MTC service, which has an estimated ridership of six people. It is obvious that the tax dollars spent are not being utilized in the best possible way. In past years, MNDOT has financed similar transportation studies undertaken by other metropolitan cities, therefore, I do not think it is unreasonable to request complete funding of the Needs Assessment/ Transit Study by the RTB.

Once again, thank you for the consideration you have given to the Technical Work Group representatives of the six cities. I am hopeful that the study will begin soon as a cooperative and challenging effort involving the RTB and the cities of Apple Valley, Burnsville, Eagan, Prior Lake, Rosemount and Savage. If you have any questions, please contact Matt Nielson, our City Planner, at 890-1045.

Sincerely,

Don Egan
Don Egan
Mayor

EXD
Handled
4/4

CAREBUS, INCORPORATED

7912 Main Street
Fridley, MN 55432

DATE: April 4, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: CareBus, Incorporated
REGARDING: Response to staff memorandum of March 29, 1988

The memorandum received on March 30, 1988 from Edward Kouneski lists reasons for the recommendation to not approve CareBus as a Metro Mobility provider in the new contract. Below please find the response from CareBus management to those reasons.

1. August 19, 1987 - Vehicles had illegal state registrations

The vehicles were brand new and the two intermediate sized buses had registration from the lessor. These registrations had been mixed up and gotten on the wrong buses. Proper registration was received that day for the buses.

The full sized bus was registered that day.

2. August 19, 1987 - Improper securement devices

The securement device manufacture needed to be approved. This is a lengthy process. Application has currently been completed, and approved by the Department of Transportation.

When the vehicles were inspected, securement devices were in place and being used. The devices were similiar in style to that used by the MTC on their Project Mobility buses. CareBus staff did not realize that the device's manufacture had to be approved.

3. September 11, 1987 - Intermediate Size Bus Inspection

The report was filed by the inspector who allowed the bus to be driven 12 miles on the express way to Fridley after being inspected.

After the inspection report was reviewed by Mr. McCloskey, a complaint was issued with the Department of Transportation about the report.

The bus has since passed inspection.

The court case #3123051 was dismissed (see attachment A)

4. October 6, 1987 - Probation period of CareBus

CareBus was put on probation for using vehicles that failed to pass inspection. The buses were used for the Miss Wheelchair of America Pageant on August 19-24 to transport contestants.

5. Attempts to access records during probation period

There is no written record that substantiates the claim that staff of MMAC tried to access records and were denied.

6. Inspection of records on March 25, 1988

After receiving a written request, the records were inspected. Exerpts from the report are in the memorandum. The buses were placed in service (available when needed) during the time prior to their final approval. The records show two runs without the run sheets.

We thank you for taking the time to review our side of the issues raised by the RTB staff members.

Copy 11.50/1.50

A000 C|CASE NUMBER|STATE OF MINN. VS |SICW-TAB|COMID|F-O DATE|TYPE |

A010 3 3123051 CARE BUS C TICK 12 3 09-11-87 CRIM

B000 DATE |TICKET-NUM| |O/S|O/S NUMBER| DESCRIPTION OF OFFENSE

B010 09-23-87 6870015853 D68 299A.14 BUS FAILED INSPECTION AND NEVER
B011 RESUBMITTED-MISD

C000 DATE |PLEA|FOUND|FINE OR DAYS|S|& DAYS|S|STAY|CONDIT |ADJUST |REAS|ORD

C010 11-05-87

C011 JDR DI=CA KAMINSKY

DISM

D000 DATE |RPR|BAIL ORD|BAIL DEF|BOND DEF|BD CO|COSTS|FINE PD|MISC IN|FN REF

D010 11-05-87 5.00

.50 copy fee

E000 DATE |BAIL O R|BAIL REF|BOND DCH|BAIL O F|BAIL FOR|BAIL FFB|BAIL REIN

F000 DATE |SUSP LIC|RSTR LIC|IMP PLATES|SUR LIC|DRIVER LICENSE NUMBER |ST

G000 DATE |JD|JW|TJ|TC|TS||SC IMP|WAIV|SC PD |SC REF|CDAINP|WV|CDAPD|CDAREF|

H000 DATE | REMARKS AND ADDITIONAL ORDERS

H010 09-23-87 BADGE 1617

H020 10-01-87 DEFT TO PASS INSPECTION OF BUS=TJ MCCLOSKEY- EXECUTIVE DIRECTOR
H021 APPEARED

I000 DATE |RP |GB |DB |IL|DH|WU|AC|IC|LT|RAINP|CP|TP|WK|OT|SH|CA|NS|CU|

J000 LAST NAME | FIRST |INITI|CON|S|R| FULL FIRST NAME | MIDDLE NAME

J010 CARE BUS

DEF

J011 DOB - - ADDR 7912 MAIN STREET NE FRIDLEY MN 55432

SIP

S000 C-D DATE|CNC|TIME |LOC |REAS|PARTIES-DESCRIPTIN|OPN KEY WORD|JUDGE|BAIL COL

S010 10-01-87 3GC 09:00 ARRN CARE BUS TRUCKS CLERK

S020 11-05-87 3GC 09:00 CARN CARE BUS TRUCKS PGA

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: March 29, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: Edward Kouneski, ^{OK} Programs Manager
SUBJECT: Clarification of Staff Recommendation on CareBus as a Metro
Mobility Provider

The purpose of this memorandum is to present additional information which clarifies the staff recommendation not to select CareBus as a Metro Mobility provider. This recommendation, reviewed by the Administration and Finance (A&F) Committee on March 14, is based principally on the company's poor performance in meeting existing contractual obligations.

While the application submitted by CareBus exhibited relevant experience, a comprehensive safety and training program, and other strengths, the overriding concern is the company's questionable administrative recordkeeping practices. A detailed explanation of the factors that contributed to this recommendation follows.

On August 19, 1987, CareBus presented three vehicles to a state inspector for Metro Mobility certification. The vehicles were one full sized and two intermediate sized transit buses. The vehicles did not qualify for providing Metro Mobility services because of illegal state registration(s) and improper securement devices. The state inspector instructed CareBus to "return his vehicles to his garage, get them legally registered, complete the wheelchair securement devices, and return the buses for inspection prior to placing them in service."

On September 11, 1987, the same inspector observed one of the intermediate sized buses operating in service, with passengers on board. Since none of the three vehicles had been returned for inspection, he issued a citation to CareBus for operating this vehicle after it had been initially rejected.

Later, when the full sized bus was presented for reinspection, the inspector noted that its wheelchair securement device had not been corrected. The inspector rode on the bus and reported:

"... as it (the full sized bus) attained speeds in excess of 45 mph, the front end wobbled, shook, and jumped up and down; the steering wheel shook so bad the bus was almost unsteerable."

The inspector also made a mechanical inspection of the bus and wrote:

"The results were horrendous. It was a full sized transit bus with one operative brake and no emergency brakes. I ... took the bus out

of service and needed two warning forms to list all of the mechanical defects on the bus. It was absolutely the worst bus I have seen in my career. I issued a citation for unsafe equipment."

In its court appearance on September 29, 1987, CareBus pleaded guilty to the charge of operating unsafe equipment and paid a fine.

On October 6, 1987, the RTB placed CareBus on probation through December 31, 1987, for the reason that one of its buses, rejected from certification, was put into service on the day, September 11, 1987, when the inspector observed it.

Before this action was taken, RTB executive director and staff met with T.J. McCloskey of CareBus to discuss the incident. McCloskey explained that this bus was placed into service on September 11, 1987, due to a clerical error and that this was the only day this mistake occurred. The probation letter dated October 6, 1987 from Gregory Andrews, RTB executive director, to T.J. McCloskey, stated:

"You (McCloskey) explained that following the initial inspection (on August 19), CareBus began making the appropriate vehicle changes and that the vehicle was not in service when the citation occurred, other than September 11." (Emphasis added.) Further, you indicated that the vehicle was dispatched in error (on September 11) because one of your employees assumed that the vehicle had the appropriate qualifications to be placed in service."

From recent audit investigations, the Metro Mobility Administrative Center (MMAC) has found that the three uncertified buses were used in Metro Mobility service prior to September 11, 1987. Each was in service on August 19 and 20 and one of the three buses was in service on August 21. This finding was reported in the staff analysis of CareBus' application, distributed previously to the A&F Committee.

During CareBus' probation period, attempts were made by the MMAC manager to obtain records in order to determine that these buses were not in service on other days. On October 12, 1987, the MMAC manager visited the CareBus facility and requested tripsheets to verify vehicle assignments. CareBus stated that most of its records were in storage or locked in files unavailable for review until one of its employees returned from vacation. Several times later in the month, after the employee returned from vacation, the MMAC manager attempted to obtain the records but was unsuccessful.

To date, the MMAC manager has been unable to conclude its investigation because important records are missing or unavailable. CareBus was given another opportunity last week to produce the records for inspection by the MMAC manager. (See attached letter dated March 21, 1988 to T.J. McCloskey from Lyle

Frerichs.) The results of this inspection, conducted on March 25, 1988 by Lyle Frerichs, are as follows:

- o Select records were organized and made available to the MMAC manager.
- o Records produced showed only that the one bus cited by the inspector was used on September 11.
- o McCloskey acknowledged, however, that the uncertified buses were used in Metro Mobility service over a period of three to four weeks prior to the inspector's observation of one bus on September 11.
- o Despite this acknowledgement, records documenting the use of these buses during the three-to-four week period still were not produced.

As a final note, audits of all Metro Mobility providers were initiated last fall by the internal auditors of the RTB and the Metropolitan Transit Commission (MTC). A confidential report from the auditors raises concerns about CareBus' contract compliance and concludes that a detailed investigation is necessary, placing emphasis on the review of (1) claimed number of rides billed; (2) over eight mile coupons submitted for payment; (3) transporting of guests and certified riders; (4) driver files; (5) vehicle records; and (6) use of uncertified/unsafe equipment.

In staff's view, if CareBus is to continue in the program, this detailed investigation recommended by the auditors should be conducted immediately.

For information purposes, attached is a chart which displays the number of providers recommended to serve each community in Area 1. In its application, CareBus proposed to designate two vehicles to serve the communities of Brooklyn Center, Columbia Heights, Fridley, Golden Valley, Hilltop, St. Louis Park, Spring Lake Park, Minneapolis, and St. Paul.

EK:jmo
Attachment



March 21, 1988

Jay McCloskey
Care Bus/Care Van
7912 Main Street Northeast
Fridley, MN 55432

Dear Jay:

On October 15, 1987 Linda Ehlers and I performed an on-sight inspection of the Car Bus facility. One segment of the inspection involved reviewing provider records. Specifically we were interested in:

- 1) Pre-trip Inspection Sheets
- 2) Maintenance Records
- 3) Driver Roster
- 4) Driver Violation Records
- 5) Driver Passenger Assistance Certificates
- 6) Vehicle STS Certificates
- 7) Log Sheets (Trip Sheets) for July and August

We were informed that all personnel records were in a locked file drawer, and that the employee with the key to the records was on vacation. We agreed to have those records sent to the MMAC once the vacationing employee returned. The log sheets for July and August were not available. You explained that those records were probably placed in storage and that they would be located for our review.

I had requested this information on at least two occasions after our site inspections. Yet the requested information was not made available.

Jay Mc Closkey
Care Bus/Care Van
March 21, 1988
Page two

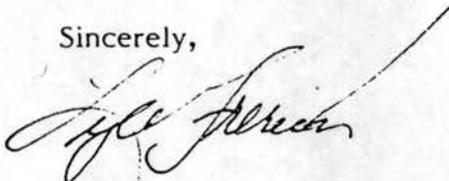
At this time I am requesting that access to the following information be available for review by Friday, March 25, 1988:

- 1) Roster of Current Drivers
- 2) Driver Violation Records
- 3) Vehicle STS Certificates for Care Bus and Care Van
- 4) Log Sheets by Month starting with August 1987

These are the documents we would need to review to resolve our Care Bus Administrative concerns.

I would like to meet with you on Friday, March 15 at your facility. Please call me to arrange a time that is convenient for your.

Sincerely,



Lyle Frerichs, Manager
Metro Mobility Administrative Center

LF/cs/10

cc: Linda Ehlers
Tom Vida

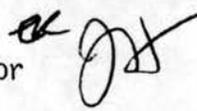
AREA 1	Recommended Providers											Others	
	HTS	Morley Bus Co.	Metro Ride	Yellow Taxi	MedKab	Handicabs	Twin City Mobility	Ebenezer	Wilder	DARTS	City Wide Cab Co.	Diamond Cab	CareBus
Bloomington		●		●	○	●		●					●
Brooklyn Center		●	●	●	●	●							●
Brooklyn Park		●	●	●		●							
Columbia Heights		●	●	●	○	●							●
Crystal	○	●	●	●	●	●							
Edina	○	●	●	●	●	●		●					
Falcon Heights	○	●	●	●	●		●		○				
Fridley		●	●	●		●							●
Golden Valley	○	●	●	●	●	●		●					●
Hilltop		●	●	●	○								●
Hopkins	○	●		●	○	●							
Lauderdale	○	●	●	●	●		●		○				
Lilydale	○	●	●	●			●			●			
Little Canada	○	●	●	●					○				
Maplewood	○	●	●	●	●				○				
Mendota	○	●	●	●			●			●			
Mendota Heights	○	●	●	●			●			●			
New Hope		●	●	●	○	●							
Newport	○	●											
North St. Paul	○	●	●		●				○				
Richfield	○	●	●	●	●	●		●					
Robbinsdale	○	●	●	●	●	●		●					
Roseville	○	●	●	●	●		●		○				
St. Anthony	○	●	●	●	○	●							
St. Louis Park	○	●	●	●	●	●		●					●
South St. Paul	○	●	●		●		●			●			
Spring Lake Park		●	●	●		○							●
West St. Paul	○	●	●	●	●		●			●			
Minneapolis	○	●	●	●	●	●		●					●
St. Paul	○	●	●		●	●	●		○		●	●	●

Symbols

- 7 Days a Week
- Weekday Only

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: March 28, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: Edward Kouneski, Programs Manager 
Linda Ehlers, Project Administrator
Liz Carpenter, Programs Assistant
SUBJECT: Metro Mobility Provider Selection Criteria

SUMMARY

This memorandum outlines the evaluation criteria used by Regional Transit Board (RTB) staff in reviewing provider applications for Metro Mobility service. This information is presented as a supplement for Board discussion of the recommended slate of providers for the new contract period.

DISCUSSION

The objective of the provider evaluation process was to select providers with demonstrated experience delivering safe, reliable service and sufficient vehicles to meet ridership demand. Moreover, to approve an existing provider, its record of performance during the current contract period should show that all contractual obligations have been met.

In response to a request from the RTB for applications, interested providers submitted a management plan, which covered a set of topics corresponding to criteria used by the evaluation panel. The application form and management plan questionnaire are attached.

The subject areas for evaluation of the applications included the following:

- o Relevant experience providing transportation services for elderly, disabled, and others with special transportation needs.
- o Standards for driver selection and training.
- o Size, configuration and condition of fleet.
- o Program for preventive maintenance inspections.
- o Ordertaking, scheduling, dispatching, and supervision procedures (as well as administrative recordkeeping related to these functions).ensure service quality.
- o Financial capability to obtain additional vehicles as needed.
- o Other requirements to be met; for example, insurance coverage.

For existing providers, contract performance was reviewed, in addition to the management plan submitted with the application, including the following elements:

- o Ridership figures, in total, and by wheelchair and ambulatory categories.
- o Complaints, in proportion to the system average, tracked by month and shown by type.
- o Vehicle accidents and passenger incidents, classified by type.
- o Results of on-site investigations and field observations conducted by the MMAC.
- o Data related to consumer perceptions of service quality, gathered from the evaluation consultant's marketing research study.
- o Provider responsiveness handling complaints received by the MMAC.
- o Provider ability to take corrective actions in meeting conditions of probation or suspension, if applicable.

Evaluation Process

The evaluation panel consisted of RTB Planning and Programs staff, the Metro Mobility Administrative Center (MMAC) manager, and a Transportation Handicapped Advisory Committee (THAC) representative. To start, each member of the evaluation panel reviewed the applications to identify key strengths and weaknesses. Evaluation panel members individually classified each application as either good, fair, or poor, based on an overall assessment. The panel members later met as a group to discuss the applications, compare ratings, and review significant areas of concern.

Note: In addition to applications from existing providers, four applications were received from new providers. The evaluation panel unanimously rated three of the new applications as poor, thus eliminating them from further consideration. The application from one new provider was considered acceptable and passed on to the next stage, explained below.

As the next step, MMAC and RTB staff reviewed performance statistics for the period from October 1986, the start of service, through December 1987. This information, titled "Provider Performance Statistics," was attached to the staff recommendations submitted previously to the A&F Committee. This data included ridership totals and composition, consumer complaint history, accident/incident history, as well as market research findings and operations audit, or investigative, results. As part of this effort, staff examined any significant performance issues related to periods of probation or suspension and other disciplinary notices or actions. For example, staff reviewed the responsiveness of individual providers in meeting the terms or conditions of any probations imposed during the contract period.

The analysis of each application tied past performance data to the proposed management plan for service delivery. This included:

- o Comparison of current ridership, vehicle requirements, and communities served with projected ridership levels, vehicle capacity, and designated service area. Special emphasis was given to a provider's commitment to growth and its ability to deliver the proposed service levels.
- o Compilation of marketing research findings and contract performance monitoring results. Management plans were reviewed to determine whether existing problems would be corrected. For instance, if a provider's method of scheduling had been deficient, evidence of improved scheduling--such as changes in staffing, call-in method, referral process, dispatch radio coverage, and so on--would be expected to be addressed in the management plan.

Evaluation Topics

In summary, the following are among the specific criteria that were used to evaluate provider applications and management plans:

1. Relevant experience providing special transportation service is extensive and contract references are favorable.
 - o Provider has had experience providing services for elderly, disabled, and others with special transportation needs.
 - o Special transportation service represents a significant portion of the company's business.
 - o To a large extent, service is offered with lift-equipped vehicles.
 - o Provider demonstrates an understanding of the special needs of disabled persons.
 - o Contract client references report favorably on the status of other contracts currently or previously held to provide special transportation service.
2. Standards for driver selection and training meet minimum state requirements and additional RTB specifications.
 - o Background checks, including DMV, criminal, and employment references, are made of driver applicants.
 - o Qualification and skill testing procedures are used prior to hiring.
 - o Driver training program adequately covers passenger assistance techniques, disability awareness, defensive driving, and other basic topics and state requirements.
 - o Before starting service, drivers are thoroughly trained and possess the required permits and certificates.
 - o Driver performance is regularly evaluated once in service.
 - o Drivers participate in an ongoing safety "refresher" program.

3. Size, configuration, and condition of fleet contributes to service reliability, safety, and adequate capacity in the communities proposed to be served.
 - o The number and types of vehicles designated to serve Metro Mobility on a first priority basis are adequate to meet projected service levels.
 - o The type of lifts specified are appropriate for vehicles in the designated fleet. Wheelchair securement devices are inspected and approved.
 - o Vehicles have features such as rollover protection, emergency exits, specified headroom, two-way radios, and other planned requirements.
 - o Size and availability of backup fleet is adequate to ensure that service levels are maintained.
4. Program for preventive maintenance inspections meets or exceeds requirements listed in the state operating standards.
 - o The detailed pre-trip inspection checklist conforms to state requirements.
 - o The list of items inspected at defined intervals -- for example, weekly or every 1,000 miles -- meets or exceeds state requirements.
 - o Road failures are recorded and evaluated.
 - o Vehicle maintenance history files are kept.
5. Ordertaking, scheduling, dispatching, and supervision procedures (as well as administrative recordkeeping related to these functions) are fully developed to ensure service quality.
 - o Experienced personnel are assigned to these functions.
 - o Calltaking procedures include accommodating requests from persons with special needs, such as those who have speech impediments.
 - o Operating facilities are located in close proximity to service area, and the radius of coverage for two-way radios extends throughout the service area.
 - o Procedures for trip scheduling are designed to ensure that ride times do not exceed the maximum and that vehicles arrive on time.
 - o Procedures for service supervision are designed to ensure service reliability and safety.
 - o Recordkeeping includes procedures for investigating and handling complaints.
 - o The provider maintains driver logs and trip sheets, available for inspection by MMAC of driver and vehicle assignments.
6. Financial capability is assured to obtain additional vehicles as demand increases.
 - o Willingness is expressed and plans are outlined to obtain additional vehicles, if ridership demand warrants the need.
 - o Provider has financial references.

Regional Transit Board
March 28, 1988
Page 5

7. Other factors.

- o Insurance coverage meets specified limits.
- o Marketing plan is appropriately designed to attract individual demand order trip requests.

Evaluation Results

As a result of reviewing each application to this level of detail, some providers were approved only on a conditional basis, with improvement expected in certain areas. Furthermore, some providers were rejected because identified contract performance issues--related to administration, operation, and/or maintenance--were not adequately addressed and, thus, would be expected to continue unresolved.

EK:LE:LC
Attachments

lcle/tx2

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: March 29, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: ^{EK} Edward Kouneski, Programs Manager
SUBJECT: Clarification of Staff Recommendation on Transportation
Management Inc. as a Metro Mobility Provider

The recommendation not to approve Transportation Management Inc. (TMI), as explained in the original report from Regional Transit Board (RTB) staff to the Administration and Finance (A&F) Committee, is supported in part by the attached correspondence dated March 3, 1988 and March 18, 1988 to Robert Janacek of TMI from Lyle Frerichs, Metro Mobility Administrative Center (MMAC) manager.

The first letter is a disciplinary notice which suspended TMI from March 7 through March 20, 1988 and placed TMI on probation through March 31, 1988. The second letter extends the suspension through March 31, 1988, the date originally anticipated as the end of the current contract period.

Serious problems with TMI's service delivery were first addressed by the MMAC manager at a meeting with TMI in January 1988. Repeated violatons then led to the suspension in March 1988. In its application to continue as a Metro Mobility provider, TMI's management plan did not adequately show corrective actions.

EK:jmo
Attachments

METRO MOBILITY

MEMORANDUM

March 3, 1988

TO: Robert Janacek
Transportation Management, Inc.

FROM: Lyle Frerichs, Manager 
Metro Mobility Administrative Center

SUBJECT: DISCIPLINARY NOTICE

The attached complaint has prompted the Metro Mobility Administrative Center (MMAC) to investigate Transportation Management, Inc.'s (TMI) hiring and training practices of its Metro Mobility drivers. In addition, this complaint also suggests that the problems addressed at our meeting on January 14, 1988, are resurfacing. It appears from this complaint that the dispatcher does not have adequate communication with the Metro Mobility drivers. The dispatcher is apparently also unaware of passenger/driver trip assignments.

Celeste Henly, an MMAC Administrator, met with you yesterday afternoon. Her report indicates that TMI has passenger assistance course certificates on file for only two drivers. You provided her with the names of eight additional drivers you felt had also completed the required course.

Vouchers submitted by TMI during the last week of December, 1987 (the most recent vouchers submitted) indicate that:

- o At least 29 drivers transported Metro Mobility passengers
- o The names of the two confirmed passenger assistance trained drivers did not appear on any vouchers
- o Trips were provided by two drivers from your list of eight that you felt had completed the course
- o 19 of the drivers apparently had never gone through the required course
- o Eight driver signatures were illegible.

Robert Janacek
March 3, 1988
Page 2

DISCIPLINARY ACTION

Section 3(d) (8) of the Agreement for Special Transportation Services states, "A driver or attendant employed by the PROVIDER prior to the effective date of this contract who has not completed training shall do so within 90 days of the effective date of this contract. Copies of certificates indicating successful completion of courses must be maintained in the PROVIDER'S files." This point of the contract was clarified at the March 16, 1987, Metro Mobility Providers' Meeting (see attached). TMI is hereby on notice that:

Effective March 7, 1988, TMI is suspended from providing Metro Mobility transportation service. TMI will remain on suspension through March 20, 1988. This suspension will be extended if passenger assistance course completion certificates for all TMI drivers providing Metro Mobility service are not submitted to the MMAC by March 18, 1988. This suspension may also be extended if additional investigations of TMI operations by the MMAC warrants further action.

Further, TMI is hereby placed on probation through March 31, 1988.

To appeal the decision of the MMAC you must contact Linda Ehlers, Regional Transit Board Project Administrator at 292-8789.

cc: Roger Gearhart
Tom Vida
Linda Ehlers



METRO MOBILITY

MEMORANDUM

DATE: March 18, 1988
TO: Robert Janacek 
FROM: Lyle Frerichs, Manager
Metro Mobility Administrative Center
RE: Transportation Management Inc. Suspension From Metro Mobility Service

This past week The Metro Mobility Administrative Center received the names of eleven Passenger Assistance certified Transportation Management drivers. In reviewing your most recent voucher submittals, January 1, 1988 through January 16th, fifty percent of Transportation Management's Metro Mobility trips were provided by uncertified drivers.

In light of this fact, you are hereby notified that your suspension from providing Metro Mobility service has been extended through March 31, 1988.

You may appeal this decision by contacting Linda Ehlers at the Regional Transit Board.

LF/cs/04

cc: Linda Ehlers ✓
Tom Vida

Administrative Center
5200 Avenue N
Metrolink
10000

Metro Mobility

PROVIDER APPLICATION FORMS

APPLICATION CHECKLIST

Provider Application Cover Sheet

Management and Operations Plan

Vehicle Inventory Form

Declared Service Area

Goals and Objectives

Contract Start Date and Exceptions

PROVIDER APPLICATION COVER SHEET

*** Application is due at the RTB ***
by February 22, 1988

1. Name of Provider: _____
2. Address: _____
City: _____ State: _____ Zip: _____
3. Telephone: () _____
4. Contact Person: _____
5. Ownership:
 - () Individual Proprietorship
 - () Partnership
 - () Corporation
 - () Joint Venture

If partnership, attach names and addresses of partners.
If corporation, attach names of officers and shareholders; and state of incorporation.
If a joint venture, attach names and addresses of venturers, and if any venturer is a corporation or partnership, list the information specified above for such corporation or partnership.

6. Operating Facilities. Describe the location and capacity of each proposed facility.

Facility Name: _____
Address: _____
City: _____
Capacity: _____ (no. vehicles) _____ (no. vehicles)

(If you have more than two facilities, please supply the requested information for each additional facility on a separate sheet of paper.)

7. Certification and Signature

The undersigned certifies that s/he has been legally authorized by the provider to make the statements and representations contained in this document and attachments; and warrants that the information is true and accurate to the best of his/her knowledge, and intends that the Regional Transit Board rely thereon in evaluating the provider.

Name of Authorized
Official: _____
Title: _____
Date: _____
Signature: _____

MANAGEMENT AND OPERATIONS PLAN

All applicants are required to submit a management plan that describes the manner in which Metro Mobility service will be provided. This management plan will become incorporated as part of the contract if the applicant is selected. The following elements are required in the management plan:

1. Organization:

Describe the structure of your organization and include an organizational chart, noting persons and their titles in key management positions.

2. Scope of Operations:

Describe the range of services that your organization provides.

Describe all transportation permits (city and state) under which you operate.

3. Relevant Experience:

Describe the services that you provide to elderly, disabled, and others with special transportation needs.

What percentage do these services represent of your total transportation activities?

If you are currently providing Metro Mobility services, what percentage does this represent of your total transportation activities?

How many years has your organization provided special transportation services?

4. References:

For each of the services that you provide to elderly, disabled and others with special transportation needs, list the name of the organization for which service is provided, its location, the number of years service has been provided, and describe briefly the type of service provided. Also provide the name and telephone number of a contact person.

5. Personnel Requirements:

Identify the equivalent number of employees you will assign to administer and operate the proposed Metro Mobility service, under contract to the RTB. Designate employees by category: management/supervisory; dispatch; scheduling; order taking; maintenance; and drivers, full-time and part-time.

6. Staff Assignment:

Give the name and title of the person(s) who will be responsible for the overall management of the proposed Metro Mobility service. Attach a brief resume of his or her experience. In addition, give the names, titles, and attach brief resumes of experience for the persons responsible for your personnel recruitment and selection, orientation, training and safety programs.

7. Facilities:

On the application form, give the address and capacity of all facilities you will use in providing the proposed Metro Mobility service. Describe here, in more detail, the function and characteristics of each facility.

8. Vehicles:

Provide a complete listing of all vehicles owned and/or leased by your organization that will be used in the proposed Metro Mobility service. Include and designate back-up vehicles. Indicate make, model, capacity, and year manufactured for all vehicles, including type of wheelchair and special-purpose equipment.

If vehicles used for Metro Mobility service are classified as taxis, indicate each municipality in which the taxi is currently licensed to operate.

A vehicle inventory form, which is provided as an attachment to this management plan, must be completed for each vehicle, including back-up, that you will assign for the proposed Metro Mobility service.

9. Radios:

If you currently operate a radio base station, please supply the following radius of coverage, percent of proposed fleet now equipped for radios, plan/timetable for equipping all vehicles proposed for Metro Mobility service.

10. Maintenance:

Describe the scheduled preventive maintenance program for your fleet. Indicate the intervals at which vehicles are inspected and the range of items inspected at each designated interval. Provide sample vehicle inspection checklists.

Describe how you maintain records of and evaluate road failures.

11. Pre-Trip Inspections:

Describe your procedures for requiring written reports on the condition of the vehicles. Attach a copy of any forms that you use, including a pre-trip inspection form.

12. Wheelchair Securement Devices:

Indicate the date of the most recent inspection and approval of wheelchair securement devices by the State of Minnesota for each vehicle proposed to provide service to Metro Mobility users in wheelchairs. (Note: A Certificate of Compliance will be required from all applicants prior to providing Metro Mobility service.) If the vehicle's wheelchair securement devices have not been approved, indicate date on which the inspection by the State of Minnesota will occur.

13. Order Taking:

Describe the procedures to handle the anticipated number of calls for the geographic area you intend to serve. Include the anticipated number of calls and the number of personnel assigned to this activity. Describe how you can serve Metro Mobility users with special needs, such as those who have speech impediments.

14. Scheduling:

Please describe your process for scheduling trips, specifically, how trips are scheduled to ensure that ride times do not exceed 90 minutes and that vehicles arrive on time.

15. Supervision:

Please describe your procedures for supervising Metro Mobility operations, specifically, highlighting steps to ensure service quality, including service timeliness and passenger boarding techniques.

16. Driver Selection and Evaluation:

Describe the driver recruitment, selection, and evaluation process that will be used for the proposed Metro Mobility service.

Specifically address:

- o What skills, permits and certificates do you require as prerequisites to hiring of drivers?
- o Do you make DMV, criminal, employment and/or personal reference checks on applicants considered for employment as drivers?
- o Do you use any qualification testing procedures prior to hiring? If so, describe briefly.
- o How is driver performance evaluated?

17. Training and Safety Program:

Describe your driver orientation and training program, including components on passenger assistance techniques, disability awareness, and defensive driving.

Do you have an established, ongoing "refresher" safety program? If so, please outline the essential features of this program, including how often these are scheduled and how staffed.

18. Recordkeeping:

Describe briefly your procedures for investigating and handling complaints made against drivers and attach any relevant forms.

Please attach a copy of the forms used by drivers to maintain daily logs or trips sheets.

19. Insurance:

Submit a letter from your insurance company indicating coverage amounts and effective dates of current policies.

20. Marketing:

Describe and outline your proposed marketing plan for Metro Mobility.

VEHICLE INVENTORY FORM

Complete the attached vehicle inventory form for each vehicle assigned to Metro Mobility service, including those designated as back-up vehicles.

VEHICLE INVENTORY FORM

Date _____

Provider _____

Vehicle No. _____

Serial No. _____

State Certification No. _____

Vehicle Type: Auto

Van

Body on Van Chassis

Body on Truck Chassis

Purpose Built

Other (describe) _____

Vehicle Make: Chassis _____

Body _____

Year/Model: _____

Vehicle Mileage: _____

Engine Mileage: _____

Typical Passenger Capacity: Ambulatory _____

Wheelchair _____

Total _____

Type of Emergency Exit (check all that apply):

Rear Exit Door

Roof Hatch

Windows

Radio Equipped: Yes

No

Funding: Private Public (describe) _____

FOR VEHICLES USED TO TRANSPORT PASSENGERS IN WHEELCHAIRS:

Lift Equipped

Ramp Equipped

Lift Make/Model _____

Type: Automatic

Semi-Automatic

Platform Size: _____

Height of End Plate: _____

Manual Control of Lift if Power Failure? Yes

No

Dimensions: Head Room (measured at aisle) _____

Door Width/Height _____

Additional Information or Comments: _____

DECLARED SERVICE AREA 1

By applying for certification in Area 1, Metro Mobility providers agree to serve all of the users residing within the declared service area communities. Providers must transport Metro Mobility users, when requested, from within the provider's declared service area to a community outside of the declared service area and will be responsible for the return trip.

In Area 1, Metro Mobility providers will have the option to provide service either seven days a week or weekdays only. Effective April 1, 1988, service hours will be 6:00 a.m. to 11:00 p.m. in all communities. On weekends and holidays, Metro Mobility service will be available from 8:00 a.m. to 11:00 p.m. in all communities. The service hours represent the first and last pick-up times available to Metro Mobility users.

Area 1 Communities

Please check the communities that you intend to serve, effective April 1, 1988, noting whether you plan to operate service on weekdays only or seven days a week.

	<u>Weekday Only</u>	<u>Seven Days a Week</u>
Minneapolis	()	()
St. Paul	()	()
Bloomington	()	()
Brooklyn Center	()	()
Brooklyn Park	()	()
Columbia Heights	()	()
Crystal	()	()
Edina	()	()
Falcon Heights	()	()
Fridley	()	()
Golden Valley	()	()
Hilltop	()	()
Hopkins	()	()
Lauderdale	()	()
Lilydale	()	()
Little Canada	()	()
Maplewood	()	()
Mendota	()	()
Mendota Heights	()	()
Minneapolis	()	()
New Hope	()	()
Newport	()	()
North St. Paul	()	()
Richfield	()	()
Robbinsdale	()	()
Roseville	()	()
St. Anthony	()	()
St. Paul	()	()
South St. Paul	()	()
Spring Lake Park	()	()
West St. Paul	()	()

Vehicles

How many total vehicles are available exclusively (on a first priority basis) to serve the communities designated above? _____

How many of these vehicles are accessible; that is, equipped to transport persons in wheelchairs? _____

Projected Trips

How many total annual one-way trips do you estimate to provide? _____
Of these, how many are projected for wheelchair passengers? _____

DECLARED SERVICE AREA 2

By applying for certification in Area 2, Metro Mobility providers agree to serve all of the communities within one of the seven designated parts of Area 2. Providers agree to serve all Metro Mobility users residing in the designated part. Providers must transport Metro Mobility users, when requested, from within the provider's declared service area to a community outside of the declared service area and will be responsible for the return trip.

In Area 2, Metro Mobility service is to be provided seven days a week. Effective April 1, 1988, service hours will be 6:00 a.m. to 11:00 p.m. On weekends and holidays, Metro Mobility service will be available from 8:00 a.m. to 11:00 p.m. The service hours represent the first and last pick-up times available to Metro Mobility users.

Area 2 Communities:

Please check which of the following seven parts, or sectors, of Area 2 you intend to serve, effective April 1, 1988, also stating the number of vehicles that you are willing to assign, as available, exclusively (on a first-priority basis) to serve riders in the designated communities. In addition, state the total number of one-way trips projected.

<u>Sector Number</u>	<u>Number of Vehicles Available</u>		<u>Annual Number One-Way Trips Projected</u>	
	<u>Accessible(*)</u>	<u>Non-Accessible</u>	<u>Ambulatory</u>	<u>Wheelchair</u>
() 1	_____	_____	_____	_____
() 2	_____	_____	_____	_____
() 3	_____	_____	_____	_____
() 4	_____	_____	_____	_____
() 5	_____	_____	_____	_____
() 6	_____	_____	_____	_____
() 7	_____	_____	_____	_____

Sector Number 1 comprises the following communities:

Anoka	Coon Rapids
Blaine	Lexington
Centerville	Lino Lakes
Circle Pines	

Sector Number 2 comprises the following communities:

Arden Hills	North Oaks	White Bear Township
Gem Lake	Shoreview	
Mounds View	Vadnais Heights	
New Brighton	White Bear Lake	

Sector Number 3 comprises the following communities:

Bayport	Mahtomedi	Willernie
Baytown	Oakdale	Woodbury
Birchwood	Oak Park Heights	
Cottage Grove	Pine Springs	
Dellwood	St. Paul Park	
Lake Elmo	Stillwater	

Sector Number 4 comprises the following communities:

Apple Valley	Inver Grove Heights
Burnsville	Rosemount
Eagan	Sunfish Lake

Sector Number 5 comprises the following communities:

Prior Lake
Savage
Shakopee

Sector Number 6 comprises the following communities:

Chanhassen
Chaska

Sector Number 7 comprises the following communities:

Champlin	Medicine Lake	Shorewood
Deephaven	Minnetonka	Spring Park
Eden Prairie	Minnetonka Beach	Tonka Bay
Excelsior	Mound	Wayzata
Greenwood	Orono	Woodland
Long Lake	Osseo	
Maple Grove	Plymouth	

Based on a demand estimation analysis, the RTB specifies that the following minimum number of accessible vehicles are necessary to provide full service to each of the seven designated parts, or sectors, of Area 2. Back-up vehicles must be designated in addition to these minimum requirements.

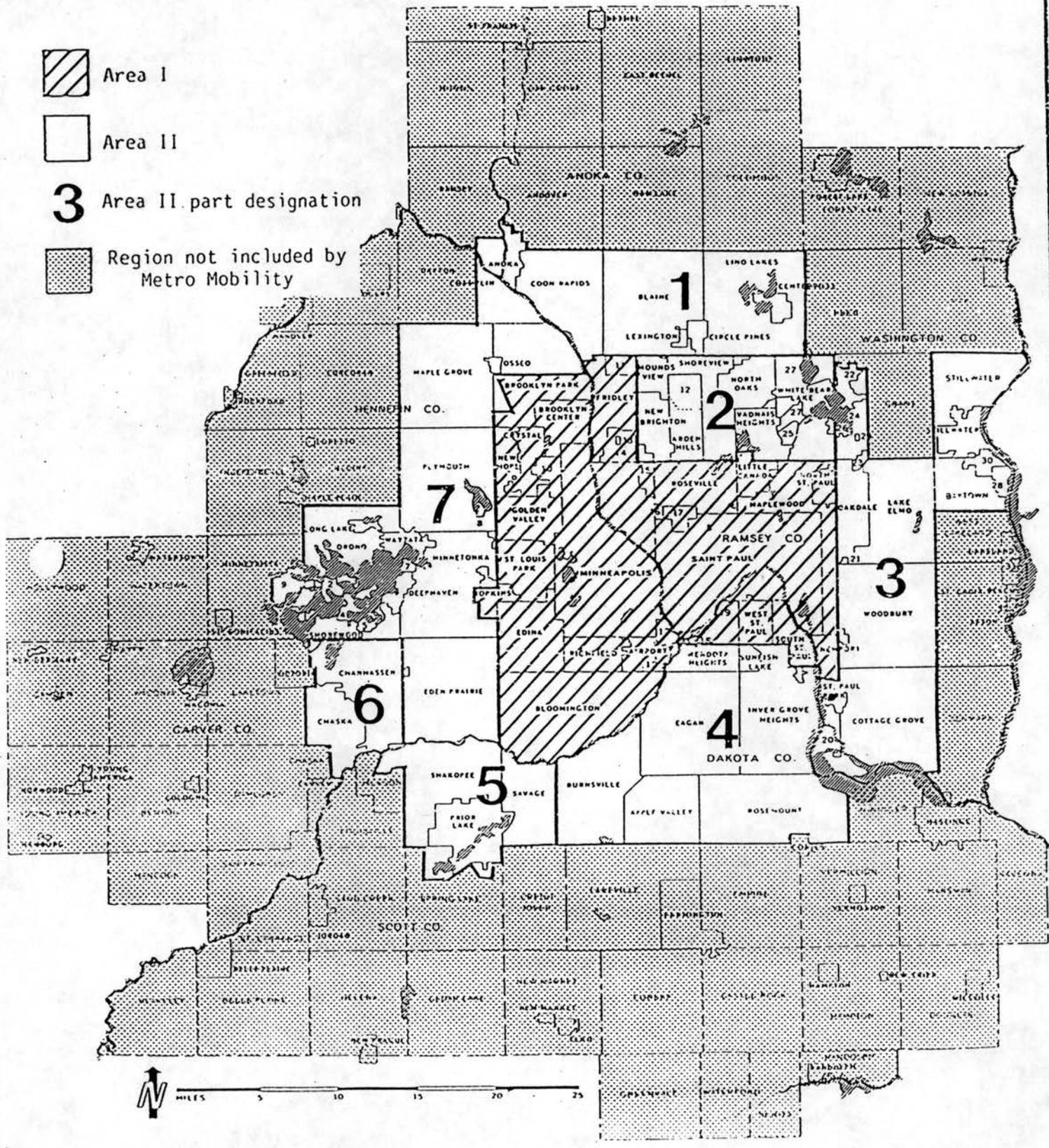
	<u>Accessible Vehicle Requirement</u>
Sector 1	3-6
Sector 2	3-6
Sector 3	3-6
Sector 4	3-6
Sector 5	1-2
Sector 6	1
Sector 7	7-13

Should you plan to service a sector but do not currently own sufficient vehicles, please describe the date(s) by which vehicles would be acquired and available to put in service.

(See attached map of the Metro Mobility service area.)

REGIONAL TRANSIT BOARD
METRO MOBILITY SERVICE AREA

-  Area I
-  Area II
- 3** Area II part designation
-  Region not included by Metro Mobility



COMMUNITIES SERVED BY METRO MOBILITY

AREA I

Bloomington
 Brooklyn Center
 Brooklyn Park
 Columbia Heights
 Crystal
 Edina
 Falcon Heights
 Fridley
 Golden Valley
 Hilltop

Hopkins
 Lauderdale
 Lilydale
 Little Canada
 Maplewood
 *Mendota
 *Mendota Heights
 Minneapolis
 New Hope
 *Newport

North St. Paul
 Richfield
 Robbinsdale
 Roseville
 St. Anthony
 St. Louis Park
 St. Paul
 South St. Paul
 Spring Lake Park
 West St. Paul

AREA II

1

Anoka
 Blaine
 Centerville
 Circle Pines
 Coon Rapids
 Lexington
 Lino Lakes

2

Arden Hills
 Gem Lake
 Mounds View
 New Brighton
 North Oaks
 Shoreview
 Vadnais Heights
 White Bear Lake
 White Bear Township

3

*Bayport
 *Baytown
 *Birchwood
 *Cottage Grove
 *Dellwood
 *Lake Elmo
 *Mahtomedi
 *Oakdale
 *Oak Park Heights
 *Pine Springs
 *St. Paul Park
 *Stillwater
 *Willernie
 *Woodbury

4

*Apple Valley
 *Burnsville
 *Eagan
 *Inver Grove Heights
 *Rosemount
 *Sunfish Lake

5

*Prior Lake
 *Savage
 *Shakopee

6

*Chanhausen
 *Chaska

7

Champlin
 Deephaven
 Eden Prairie
 Excelsior
 Greenwood
 Long Lake
 Maple Grove
 Medicine Lake
 Minnetonka
 Minnetonka Beach
 Mound
 Orono
 Osseo
 Plymouth
 Shorewood
 Spring Park
 Tonka Bay
 Wayzata
 Woodland

* Phase II expansion communities scheduled
 for service beginning in 1988.

REVISED 11/17/88

Metro Mobility

GOALS AND OBJECTIVES

Describe the goals for your organization's participation in Metro Mobility and include the number of one-way trips you expect to provide annually (separate by ambulatory and wheelchair). Describe the goals that will be established to provide quality service. Examples are: To provide 1,300 one-way wheelchair trips in Minneapolis. To have no more than one service complaint for every 10,000 one-way trips.

For each goal that your organization has established for Metro Mobility service, explain the method for achieving that goal. Each objective must be specific, measurable, and time-phased.

Metro Mobility

CONTRACT START DATE

If you would like to request a variance from the planned contract start date of April 1, 1988, please explain the reasons. For example, the acquisition schedule for new vehicles to meet the minimum RTB requirements in Area 2 may be a factor requiring the service start date to be extended. The RTB will consider such variances in its review and subsequent negotiations with selected providers.

EXCEPTIONS

Please describe any other variances, or exceptions, that you would like to request for RTB consideration.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: March 31, 1988
TO: Regional Transit Board
FROM: Elliott Perovich, Chairman
SUBJECT: Staff Recommendations on Discontinuation of the CareBus Contract

I will be recommending to you as a board on Monday that we consider a conditional contract renewal with CareBus to serve Area I based on some very strict improvement conditions on both the administrative procedures of the company, safety considerations and customer service. The staff would draw up very definitive conditions to be met at a fixed time for continuation of providing service by the company.

I will recommend a three-month evaluation progress report on their success in meeting the conditions and a final decision in six months into the new contract based on 100-percent fulfillment of the required improvements. I would also recommend that these conditions be put into an addendum to the contract and become a legal part of the contract for CareBus.

I am basing my recommendation to you on the fact that CareBus provides mostly individual wheelchair service and on the fact that they do have many regular customers who expressed satisfaction with the service. However, I do not feel that we as a board should or can ignore the disregard for safety regulations and administrative procedures that has been demonstrated by the owners in the past 18 months.

Lyle Frerichs has done an on-site visit to the company and has reported to staff on some of the steps that have been taken by the company to deal with the shortcomings that were considered in the staff recommendation. It is my intent that should you agree with my recommendation that we give the firm this opportunity to prove that they can be an efficient and effective provider of service and follow safety regulations and operating administrative procedures.

Also, on another matter, I have attached a copy of the Minnesota Good Roads bulletin from Bob Johnson, dated March 28. The bulletin is self-explanatory. One further development since Bob wrote this publication is that the Senate did pass the version of the Transportation Funding Bill. That bill will now go into conference committee. At Monday's meeting we will discuss with you the process the conference committee will go through in the next week or ten days.

EP/mf
Att.

Proposed Rec

Haydon
4/4
Ex C

1. That the Regional Transit Board authorize the executive director to negotiate and execute a conditional six-month contract with CareBus effective May 1, 1988, to serve the communities of Brooklyn Center, Columbia Heights, Fridley, Golden Valley, Hilltop, St. Louis Park, Spring Lake Park, Minneapolis, and St. Paul, with two designated vehicles as described in the application from CareBus dated February 29, 1988.
2. That the Regional Transit Board direct the staff to develop conditions and deadlines to be met by CareBus for compliance with administrative procedures, safety regulations, and customer service requirements outlined in the contract.