DEPARTMENT: Public Works  By: Michael D. Edwards  Phone: 966-5356  Assistant Director

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes__ No X_)  

1. Adopt resolution providing funding to complete the agreement (ATTACHMENT 2) with Merced Transportation Company/VIA Adventures Inc. for Highway 140 Express Service for additional $44,500 for service through June, 1993. Allocate funds from the Transportation Planning budget that were carried over from the 1991-92 FY Butterfly Express. See ATTACHMENT 1.

2. Authorize the Public Works Director to negotiate and approve an extension of the agreement (ATTACHMENT 2) with Merced Transportation Company/VIA Adventures Inc. from July 1st through September 30, 1993 utilizing extrapolation of 1992-93 baseline budget into 1993-94. Extension amount not to exceed $67,000

Action needs to be taken now to prevent discontinuity in service.

Refer to the separate Board item (3/23/93) for a status report on the bus service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Requests by residents and subsequent surveys last year indicated a need for transit service along Highway 140 to serve tourists and tourist industry employees. On May 26, 1992, the Board set aside $200,000 to apply towards this transit service.

The Board executed a contract with Merced Transportation Company on August 11, 1992 for $190,000. This contract has a termination date of June 30, 1993, however, funding is not adequate to run the service to that date under the current schedule. The Highway 140 Express bus service began operation on August 17, 1992. Service to Yosemite began August 31, 1992.

The original schedule called for the County to develop a bid package for the service in April, based upon performance. If the service were put out for a two or three year service contract at this time, there would be no data to guide summer service. The Board would need to make a commitment now for this cost.

If the contract is extended to the end of September, the Board can address future funding of the service at the time of the budget hearings. The County would have data to develop a plan for future summer service, based upon actual experience.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

IF THE CONTRACT IS NOT EXTENDED BEYOND THE $190,000 ORIGINALLY ALLOCATED, SERVICE HOURS WILL BE CUT IN HALF FOR APRIL AND MAY. THE 140 EXPRESS SERVICE WILL BE CUT COMPLETELY ON MAY 28th. Commuters will need to make other arrangements. There will be no transit available for the summer tourist season. Other alternatives:

RES. NO. 93-179  PAGE 1 OF 2
1. Approve extension for $44,500, but also authorize additional funds over this amount to add service hours during the spring and summer (April - August). Direct staff to return with alternatives and costs. NOTE: With no expansion of the existing service hours through the summer months, there will likely be excess demand for seats, as several buses are already near capacity. Subsidized vanpools could reduce this demand, liberating seats for tourists.

2. Maintain or cut some service hours at end of May. Institute vanpool subsidy through September. Direct staff to return with alternatives and costs.

<table>
<thead>
<tr>
<th>COSTS:</th>
<th>SPECIAL INSTRUCTIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Budgeted current FY</td>
<td>List the attachments and #</td>
</tr>
<tr>
<td>B. Total anticipated costs</td>
<td>the pages consecutively:</td>
</tr>
<tr>
<td>C. Required additional funding</td>
<td>31140 Express–financing</td>
</tr>
<tr>
<td>D. Internal transfers</td>
<td>7) Agreement for subsidy of transit services</td>
</tr>
</tbody>
</table>

SOURCE: ( ) 4/5th Vote Required
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description: *
Balance in Reserve Contingencies, if approved: $*

funds from trans planning(previous allocations for transit)

CLERK’S USE ONLY
Res. No.: 93-179
Ord. No. ____________________________
Vote - Ayes: ____________________________
Noes: ____________________________
( ) Absent: ____________________________
Abstained: ____________________________
( ) Approved: ____________________________
( ) Denied: ____________________________
( ) Minute Order Attached: ____________________________
( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: ____________________________

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: ____________________________
Deputy

ADMINISTRATIVE OFFICER’S RECOMMENDATION:
This item on agenda as:

Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment: ____________________________

A.O. Initials: ____________________________

Action Form Revised 5/92
MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: MIKE EDWARDS, INTERIM PUBLIC WORKS DIRECTOR
FROM: MARGIE WILLIAMS, CLERK OF THE BOARD
RE: HIGHWAY 140 EXPRESS BUS SERVICE

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on March 23, 1993

ACTION AND VOTE:

D) Resolution Authorizing Extension of Agreement for Highway 140 Express Bus Service
BOARD ACTION: Res. 93-179 adopted approving recommended actions to provide funding to complete this fiscal year above the current $190,000 contract, by $44,500; and extend the existing contract from 7/1/93 to 9/30/93, utilizing an amount not to exceed $67,000; with direction for the agreement to come back to the Board for final approval/Ayes: (M) Baggett, (S) Parker, Erickson, Balmain; Excused: Taber.

cc: Evelyn Billings, Auditor
Jim Eutsler, Community Services Department
Jeff Green, County Counsel
File
3/12/93

140 EXPRESS BUS SERVICE
--FINANCING

CONTRACT:

CONTRACT WITH MERCED TRANSPORTATION CO $190,000
Paid to end December to MTC: $93,692
Remaining in contract at end December: $96,108

Due MTC for January: $19,553
Remaining in contract-end of January: $76,555
Estimated cost for February, March, April:

*NOTE: without modification of total contract amount--service
should exceed total contract amount by end of April--
unless service hours cut in half--to cover May.

PROPOSED FUNDING THROUGH JUNE 1993:

Anticipated contribution by GAIN program (92-93 FY): $15,000

Carry-over left in Transportation Planning budget from 91-92 FY Butterfly Express service:

- from Local Transportation Fund: $13,643
- from GAIN subsidy: $15,000
- from Butterfly Express fares: $2,551

92/93 FY: 140 Express ticket sales: $65

TOTAL (transfer within Transportation Planning Services & Supplies from lines 2184-PS/YARTS & 2220-Small Tools and Equipment to: 2232-140 Express) $46,259 (extend contract to $44,500)

OTHER AVAILABLE FUNDS:

Local Transportation Funds budgeted for Merced-Mariposa Transit for 92-93FY $50,000
(proposed to be claimed for Roads)

Remainder of $200,000 TOT not included in contract $5,000 (approx.)
(proposed to be used for bus advertising)

EXTENSION THROUGH SUMMER:
COST TO RUN SERVICE JULY, AUG, SEPT with same number of service hours as March--but deleting service to Merced through the summer: $67,000

Potential PLANNING & ADVERTISING FUNDS
(not operations)

FTA Section 26 Grant application--
for planning funds to evaluate service: $13,500
Local Transportation Funds (match time) $3,400

total: $16,900

Application for funds from Surdna Foundation
(through Wilderness Society for assistance in promoting service): $10,000
Remainder in previously allocated TOT $200,000: $8,000 (approx)

total: $18,000

/
RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Chair to execute the attached contract with Merced Transportation Company to subsidize increased transit service along Highway 140.

Service to Merced will start August 17, and to Yosemite shortly thereafter. The main delay factor is availability of experienced drivers.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 26, 1992 the Board set aside $200,000 of TOT for transit service on Highway 140. On July 14th, the Board approved a resolution implementing experimental expansion of transit service on Highway 140, and directed Public Works staff to work with Merced Transportation Company to develop an agreement. This was to include coordination with the School superintendent and Transit Officer, which is underway.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION
If the service is not started until after the budget is finalized, there will be a loss of ridership due to Merced College students either not registering, or finding other transportation. The service would start after the end of summer.

COSTS:  ( ) Not Applicable

SPECIAL INSTRUCTIONS:

A. Budgeted current FY $ 200,000  *
B. Total anticipated costs $  
C. Required Add'l funding $  
D. Source:  * TOT

SOURCE:  ( ) 4/5ths Vote Required

A. Internal Transfers $  
B. Unanticipated revenues $  * approved by Board May 26, 1992
C. Reserve for contingency $  
D. Description:  

Balance in Reserve for Contingencies, if approved:  

CLERK'S USE ONLY:

Res. No.:  92-428
Ord. No.:  
Vote - Ayes:  3  Noes:  0  Abstained:  0
Approved  ( ) Denied
 ( ) Minute Order Attached

The foregoing instrument is a correct copy of the original on file in this office.

Date:  8/12/92

ATTEST:  MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of CA

By:  [Signature]
Deputy

A.O. Initials:  [Signature]
AGREEMENT FOR SUBSIDY OF TRANSIT SERVICES

THIS AGREEMENT is entered into on the most recent date written below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Merced Transportation Company hereinafter referred to as "CONTRACTOR".

1. TERM OF AGREEMENT. The term of this AGREEMENT shall cover the period from August 12, 1992 through June 30, 1993, inclusive, unless terminated by COUNTY under the provisions of Sections 16, 17, 19, 21, or 32 herein. In the event the PARTIES are unable to negotiate a new AGREEMENT before the end of said term, COUNTY may require CONTRACTOR to continue thereafter, on the terms set forth herein, on a month-to-month basis not to exceed three (3) additional months.

This AGREEMENT shall be subject to yearly renegotiations. The vehicle/hour price will increase annually after year one (1) by an amount equal to the increase (if any) in the California consumer price index for the prior year. Renegotiation beyond the CPI shall be permissible only if CONTRACTOR'S cost of fuel or liability insurance increases by more than twenty percent (20%) in any year.

2. SERVICE. CONTRACTOR agrees that for the term of this AGREEMENT it will supply bus drivers, vehicles, maintenance of vehicles, vehicle fuel and oil, supervision, management, promotion, such other services as are set forth in this AGREEMENT, and transit service according to the routes, times, and schedules per the attached Exhibit "A" and as may be subsequently expanded, modified or reduced by COUNTY. The service provided hereunder by CONTRACTOR shall meet the requirements of the American Disabilities Act, as amended from time to time.

3. ADMINISTRATION OF AGREEMENT. COUNTY shall administer the provisions of this AGREEMENT. COUNTY, in order to accommodate public demand and to meet its financial capabilities, reserves the right to make such changes as it deems appropriate with respect to the transit services specified herein including but not limited to the following: hours of operation, routes, schedules, fares, operating policy, and promotional programs to increase transit patronage.

4. PUBLIC UTILITIES COMMISSION. CONTRACTOR agrees and warrants that if any approval of the Public Utilities Commission is necessary for the validity or effectiveness of this AGREEMENT, or for the provision of any of the services specific herein, CONTRACTOR shall obtain such approvals and advise COUNTY immediately of all
actions or orders of the Public Utilities Commission affecting CONTRACTOR'S operation under the terms of this AGREEMENT.

CONTRACTOR shall conduct all operations in strict compliance with all pertinent rules and regulations, including those of the California Public Utilities Commission, such as in General Order Number 98-4 "Rules and Regulations Governing Passenger State Corporations and Charger-Party Carriers" and all supplements and amendments thereto. COUNTY shall not be responsible or liable for any penalty occasioned by CONTRACTOR'S violations or failure to comply with any pertinent rules and regulations.

5. MINORITY BUSINESS ENTERPRISE.

a) Policy. It is the policy of COUNTY that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT.

b) MBE Obligation. CONTRACTOR agrees to ensure that minority business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, the CONTRACTOR shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of United States Department of Transportation-assisted contracts.

6. EQUAL EMPLOYMENT OPPORTUNITY. CONTRACTOR certifies that, during the term of this AGREEMENT, it shall remain in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, or national origin. CONTRACTOR will ensure that applicants are employed and that employees are treated during employment without regard to their age, race, creed, color, sex, or national origin. Such treatment shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection and training, including apprenticeship.

7. DESCRIPTION OF SERVICE. CONTRACTOR agrees to operate the services described in the attached Exhibit "A". CONTRACTOR shall be responsible for service operations, including but not limited to: scheduling of trips; assignment of vehicles, drivers and dispatchers; knowledge of the service area; and knowledge of the
particular requirements of individual handicapped passengers. CONTRACTOR'S drivers shall assist passengers while boarding and deboarding vehicles as required.

CONTRACTOR shall utilize vehicles in a manner that maximizes the number of passengers carried per vehicle service hour while meeting the service standards described herein.

8. **REVENUE SERVICE HOUR.** A revenue service hour shall be deemed to have commenced when a vehicle is available for actual transit services. A vehicle service hour shall not include any out-of-service vehicle time used for vehicle operator breaks or lunches.

9. **DISPATCHING.** CONTRACTOR shall operate the two-way radio system provided by CONTRACTOR for communications between its central dispatcher and vehicles. CONTRACTOR shall establish a dispatching center, and its central dispatcher shall be located in such dispatching center. CONTRACTOR shall have at least one dispatcher on duty from at least 6:30 a.m. to 5:00 p.m., Mondays through Fridays. CONTRACTOR shall maintain a twenty-four (24) hour, seven (7) day per week phone number where the company can be contacted regarding disabled vehicles and other emergencies.

10. **PERSONNEL.** CONTRACTOR shall at all times provide sufficient manpower necessary to render the services provided for herein in a manner satisfactory to COUNTY. Drivers must be neatly groomed and dressed at all times.

11. **EMPLOYEES.**

   a) **Worker's Compensation Insurance.** CONTRACTOR shall provide and maintain worker's compensation insurance covering its employees as required by the laws of the State of California. Copies of the policy or policies of insurance or certificates evidencing the same shall be filed with COUNTY'S County Clerk.

   b) **Employee Standards.** In order to protect the public and to avoid exposure to liability and risk, COUNTY reserves the right to require the removal of any of CONTRACTOR'S employees. Bus driver employees must be neatly dressed and groomed at all times. CONTRACTOR shall not employee as a driver any of the following persons:

   (i) Any person who does not have a minimum of two (2) years licensed driving experience;

   (ii) Any person who has been convicted of a crime involving moral turpitude or narcotics within the two (2) years immediately preceding consideration of such person for employment;

   (iii) Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding consideration of such person for employment;
(iv) Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs, or of reckless driving involving the use of alcohol and/or drugs within the five (5) years immediately preceding consideration of such person for employment;

(v) Any person not possessing a license issued by the State of California which is valid for this type of service and vehicle.

c) CONTRACTOR shall develop, maintain, and enforce a driving performance and safety evaluation system for the evaluation of its bus driver employees throughout the term of this AGREEMENT.

d) CONTRACTOR shall provide training for drivers in the area of specialized assistance for handicapped and elderly passengers.

e) CONTRACTOR shall provide training for drivers in first aid and C.P.R.

f) CONTRACTOR shall ensure that drivers meet all licensing requirements of the State of California.

12. VEHICLE MAINTENANCE. CONTRACTOR agrees to provide vehicle maintenance for vehicles provided for the services described in this AGREEMENT.

a) All vehicles will be supplied by the CONTRACTOR.

b) CONTRACTOR will comply with all necessary State and Federal inspection and maintenance requirements.

c) CONTRACTOR shall furnish all fuel and oil necessary to maintain the vehicles between scheduled maintenance.

d) CONTRACTOR shall perform daily inspections on all vehicles and said inspections shall be on a form satisfactory to COUNTY.

13. COUNTY ACCESS TO EQUIPMENT. COUNTY shall be permitted access to all buses and equipment during the hours of operation and at all times for the purpose of conducting such inspections as may be deemed necessary for the proper administration of the provisions of this AGREEMENT.

14. SCHEDULES, PRINTED MATERIALS AND ADVERTISING. CONTRACTOR shall provide and maintain an adequate supply of printed service schedules for distribution on buses and throughout the area of service. COUNTY reserves the right to print and distribute such printed materials as it may choose to additionally publicize and inform the public of the bus service. COUNTY reserves the right to place transit advertising material on the interior or exterior of the buses. CONTRACTOR shall cooperate in the installation and
removal as may be required by COUNTY of advertising material approved by COUNTY for advertising racks on the interior or exterior of the buses. CONTRACTOR shall be required to cooperate with COUNTY as necessary to promote bus ridership through any advertising, marketing, or promotional effort or campaign directed and ordered by COUNTY. CONTRACTOR shall provide necessary passes, fare cards, and transfers for use on the bus system. CONTRACTOR is expected to promote CONTRACTOR or VIA name, but acknowledge subsidy by COUNTY of service in advertising.

15. VEHICLE LIABILITY INSURANCE. CONTRACTOR shall furnish Vehicle Liability Insurance to indemnify and hold COUNTY, its officers, agents, and employees harmless against any loss, liability or claim arising out of any act or occurrence in the operation of COUNTY'S buses, including costs of defending any claim arising out of such operation. Such policy(s) shall have combined single limits of liability of FIVE MILLION DOLLARS ($5,000,000.00) per occurrence for bodily injury, sickness, disease, or death resulting therefrom; and for any/all property damage. Said policy(s) shall name COUNTY as additionally insured. CONTRACTOR shall furnish this Certificate of Insurance to the County of Mariposa, Public Works Department. Said Certificate of Insurance will have no cancellation provision that said insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance. Said Certificate shall contain an unequivocal thirty (30) day written advance notice of cancellation to the COUNTY.

CONTRACTOR shall report any and all accidents involving buses or accidents that occur to customers aboard buses in a manner satisfactory to COUNTY and County Counsel. Notice to be provided within twenty-four (24) hours to COUNTY'S Department of Public Works.

16. BANKRUPTCY, ETC. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR or its creditors under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of COUNTY terminate this AGREEMENT and the licenses and privileges granted herein.

17. INTERRUPTION OF SERVICE. In the event the service required to be performed by CONTRACTOR under this AGREEMENT is interrupted by a labor dispute or for any other cause, and scheduled service is discontinued for more than forty-eight (48) hours, COUNTY shall have the right forthwith to terminate this AGREEMENT.

18. STATISTICAL DATA AND REPORTS. In addition to the other records and reports required herein, CONTRACTOR shall compile, maintain, and furnish to COUNTY certain reports and statistical data as follows:

CONTRACTOR shall establish and maintain a route
record system to provide the following daily information for each route and service operated under this AGREEMENT:

(a) Number of cash or ticket customers and amounts paid.

(b) Number of customers using bus passes.

(c) Route mileage and bus hours.
   1. Revenue service hours.
   2. Revenue service miles.

(d) Any removal of equipment resulting in an interruption of service giving particulars including time out of service and time service resumed on a given day.

(e) All complaints and request for service from the public.

(f) Drivers to record name and phone numbers of any persons who are refused service due to insufficient space.

19. TERMINATION FOR DEFAULT. All the terms, conditions, and covenants of this AGREEMENT are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are kept, done or performed by it, COUNTY shall give CONTRACTOR ten (10) days written notice either by mail or by personal service setting forth such breach or default and if CONTRACTOR fails, neglects, or refuses for a period of more than ten (10) days thereafter to remedy, make good, or perform such breach or default, then COUNTY without further notice, may cancel this AGREEMENT.

CONTRACTOR shall not be deemed in default of any of the provisions of this AGREEMENT in the event of interruption or diminution of service, if said condition is the result of weather, earthquake, flood, fire, riots, insurrections, or similar causes beyond the control of CONTRACTOR and which renders performance impossible.

20. COPARTNERSHIP DISCLAIMER. It is mutually understood and agreed that nothing in this AGREEMENT is intended or shall be construed as in any way creating or establishing the relationship of copartners between the PARTIES hereto, or as constituting CONTRACTOR or its employees, agents or representatives, as employees, agents or representatives of COUNTY for any purpose or in any manner whatsoever.

21. EXCEPTION TO TERM OF AGREEMENT. COUNTY may cancel this AGREEMENT at any time without cause or legal excuse by giving CONTRACTOR ninety (90) days written notice, by mail or by personal service.
22. **CONTRACT NONASSIGNABLE.** This **AGREEMENT** is nonassignable by **CONTRACTOR** without the prior written consent of **COUNTY**.

23. **BUSINESS LICENSE.** **CONTRACTOR** shall obtain all pertinent and required business licenses and shall pay all fees and taxes required for such licenses.

24. **FAITHFUL PERFORMANCE.** The faithful performance by **CONTRACTOR** of each and every term, condition, and provision of this **AGREEMENT** is expressly made a condition precedent for the payment of any sums agreed herein to be paid to **CONTRACTOR** by **COUNTY**.

25. **BUS WASHING AND CLEANING.** **CONTRACTOR** shall be required to provide the necessary manpower, equipment and supplies to thoroughly wash and clean each of the buses. **CONTRACTOR** shall be required to clean the interior of each of the buses daily and to thoroughly wash the exterior of each of the buses once weekly.

26. **FARE COLLECTION AND DEPOSIT.** All fare, pass, and ticket revenue collected on **CONTRACTOR'S** bus system shall conform to the requirements as described on Exhibit "A" attached hereto and by this reference incorporated herein.

27. **FINANCIAL REPORTING REQUIREMENTS.** **CONTRACTOR** shall establish and maintain full and complete books of account for the services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting as prescribed by the Uniform System of accounts and records, and shall be subject to approval, inspection, and audit by authorized employees and agents of **COUNTY**.

**CONTRACTOR** shall furnish to **COUNTY** within thirty (30) days after the end of each calendar quarter a quarterly report of operating revenues and expenses. Within ninety (90) days after the end of **CONTRACTOR'S** fiscal year, **CONTRACTOR** shall submit to **COUNTY** a statement of revenues and expenses reviewed by a Certified Public Accountant. **COUNTY**, at its option, may require additional financial reports as necessary. All financial information shall remain confidential.

28. **PAYMENTS TO BE MADE BY COUNTY.** **COUNTY** agrees to pay **CONTRACTOR**, in consideration of the performance of the conditions set forth herein, as follows. The maximum amount to be paid to **CONTRACTOR** shall not exceed ONE HUNDRED AND NINETY THOUSAND DOLLARS ($190,000.00). Terms for payment shall be as delineated in Exhibit "A".

Within five (5) days following the end of each **monthly** calendar period of operation, **CONTRACTOR** shall furnish **COUNTY** with a report of operating mileage and revenue service hours, and service interruptions required by Section 18 hereof. Payments to **CONTRACTOR** shall be made for each such **monthly** period based upon said report of revenue service hours, within thirty (30) days
following the close of the month based on submittal of appropriate invoices and records, subject to certification of COUNTY'S authorized representative that all of the conditions of this AGREEMENT have been complied with by CONTRACTOR.

In the event of termination COUNTY shall only be obligated to pay CONTRACTOR for services rendered unto the effective date of termination.

If the initial term of this AGREEMENT expires, but is extended on a month-to-month basis, then the payments under this Section shall be at the same rate as herein specified.

29. ASSIGNMENT. CONTRACTOR shall not assign this AGREEMENT without the written consent of COUNTY, and any such assignment without COUNTY'S consent shall terminate this AGREEMENT.

30. CIVIL RIGHTS. During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees, and successors in interests (hereinafter referred to as "CONTRACTOR") agree as follows:

a) Compliance with Regulations. CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time (hereinafter referred to as "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

b) Nondiscrimination. CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, sex or national origin. This Section shall apply to solicitations made in anticipation of this AGREEMENT, as well as during the term of the AGREEMENT itself.

d) Information and Reports. CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books,
records, accounts, other sources of information, and its facilities as may be determined by COUNTY or the Urban Mass Transportation Administration (UMTA) to be pertinent to ascertain compliance with such REGULATIONS, order, and instructions. Where any information is required or a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to COUNTY, or Urban Mass Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance. In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this AGREEMENT, COUNTY shall impose such contract sanctions as it or the Urban Mass Transportation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the CONTRACTOR under the AGREEMENT until CONTRACTOR complies, and/or

(2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

f) Incorporation of Provisions. CONTRACTOR shall include the provisions of paragraphs (a) through (e) in every subcontract including procurements of materials and leases of equipment, unless exempt by the REGULATIONS or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as COUNTY or the Urban Mass Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request COUNTY to enter into such litigation to protect the interests of COUNTY, and in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

31. NOTICES. Any and all notices required to be given under the provisions of this AGREEMENT shall be given in writing and delivered personally or by depositing in the United States mail, postage paid, and addressed as follows:

TO COUNTY: County of Mariposa
Larry Pollard - Public Works Director
4639 Ben Hur Road
Mariposa, California 95338

TO CONTRACTOR: President
Merced Transportation Company
300 Grogan Avenue
Merced, California 95340

or at such other addresses as the PARTIES may file with each other for such purpose.
32. **FUNDING CONTINGENCY.** The terms of this AGREEMENT, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this AGREEMENT terminated at any time by giving the CONTRACTOR thirty (30) days prior written notice.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the day and in the year first above written.

**COUNTY:**

[Signature]

SALLY S. PUNTE, Chairperson
Mariposa County Board of Supervisors

**CONTRACTOR:**

[Signature]

CURTIS A RIGGS, President
Merced Transportation Co.

**ATTEST:**

[Signature]

MARGIE WILLIAMS, Clerk of the Board

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

[Signature]

JEFFREY G. GREEN, County Counsel
EXHIBIT A
MARIPOSA COUNTY
SUBSIDY OF HIGHWAY 140
TRANSIT SERVICE

A. DESCRIPTION

This is a demonstration project to provide seven-day/week transit service along the Highway 140 corridor.

B. PURPOSE

The purposes of this service are:

. To transport tourist industry employees within the Highway 140 corridor.

. To improve operation of the GAIN program in Mariposa County by providing transportation to Merced and Merced College.

. To provide transportation options for County residents within the Highway 140 corridor.

. To reduce long-distance commuter trips by single occupant vehicles.

. To improve transportation services for visitors to Mariposa County.

. To provide data for a sustainable future Yosemite area regional transit service.

. To provide assistance to the private sector to encourage increased transit availability in the Highway 140 corridor.

C. OBJECTIVES.

1. To encourage as high a ridership as possible.
   Measurement Standard:
   After 3 months--at least 80 daily riders
   "  6 " " 110 "
   "  9 " " 140 "
   " 12 " " 160 " (goal)

2. To minimize the cost to carry each passenger.
   Measurement Standard:
   After 3 months--less than $8 per passenger *
   "  6 " " $5.50 "
   "  9 " " $4.00 "
   " 12 " " $3.50 "
   * Cost to County.
At a minimum, CONTRACTOR & COUNTY will review the service after these time periods, and make modifications where needed.

D. ROUTE

1. The subsidy will add trips between Mariposa and Merced, Mariposa and Yosemite Village, Bootjack and Yosemite Village, and El Portal and Yosemite Village. Stops will include, but are not limited to:
   In Mariposa County:
   . Mariposa County Fairgrounds on Highway 49 South.
   . The Oasis in the town of Catheys Valley, along Highway 140.
   . The Frost Shop, 9th Street & Highway 140, Mariposa
   . The El Portal Post Office
   . Rancheria apartments, El Portal
   . Bootjack Store, Darrah near Highway 49
   . Triangle Road at Highway 140
   In Yosemite:
   . Yosemite Village
   In Merced County:
   . Merced College.
   . Amtrak (on demand)
   . Transpo Center

2. In addition, CONTRACTOR will coordinate dispatching with Mariposa County Transit to provide efficient transferring between systems and to allow route deviation. CONTRACTOR will notify COUNTY if requests adversely affect scheduled bus runs.

E. SCHEDULE.

1. The initial schedule will be according to the PROPOSED STARTUP SERVICE SCHEDULE, on page 6 of 7.

2. Schedules and ridership will be monitored by CONTRACTOR. Modifications will be agreed to in writing by COUNTY staff and CONTRACTOR.

3. The CONTRACTOR will provide information on MARTS and Merced City Shuttle schedules and stops to Merced bound passengers. VIA will hold their Mariposa bound vehicle at TRANSPO on the afternoon run (2:45 PM) until passengers from the City & Shuttle buses scheduled to arrive at TRANSPO from the College at 2:45 PM (Route 3-College Shuttle) and 2:46 PM (Route 2-Mall Shuttle) and from MARTS 2:45 PM (Red Route) have had an opportunity to board the VIA bus.
In case of adjustment of these schedules by the City or County of Merced, COUNTY and CONTRACTOR will re-negotiate method of use of existing VIA runs by Merced College students.

4. The CONTRACTOR must make reasonable efforts to maintain established schedules.

5. The expanded bus service is not expected to operate on the following holidays:
   THANKSGIVING DAY
   CHRISTMAS DAY
   NEW YEAR'S DAY

6. The project will not exceed six thousand (6000) revenue service hours

F. ADVERTISING

1. CONTRACTOR will be responsible for printing and distribution of schedules, tickets, and passes.

2. COUNTY will develop base schedule suitable for printing by the CONTRACTOR.

3. CONTRACTOR will promote the service through all reasonable means.

4. COUNTY will provide additional assistance as judged necessary, and coordinate with CONTRACTOR on promotional events, such as Rideshare Day.

G. PAYMENT (see Section 28 of AGREEMENT)

1. Payment to CONTRACTOR by COUNTY will be monthly, and on a reimbursement basis. CONTRACTOR will submit a Ridership Report with the claim for payment.

2. For NEW (non-VIA) runs:

   a. The COUNTY will pay CONTRACTOR a base rate of $ 31.67 per revenue service hour.

   b. CONTRACTOR will keep all fares paid and monies collected by CONTRACTOR for monthly passes and ticket books, up to $ 3,000 per month. Any monies above that amount will be split 50-50 between COUNTY and CONTRACTOR.

page 3 of 7
c. It is anticipated that this agreement will yield a minimum of $36.50 per revenue service hour to the CONTRACTOR over the term of the agreement. COUNTY will reimburse CONTRACTOR for the shortfall.

3. FOR VIA SERVICE:

a. COUNTY will reimburse VIA the difference in fares between VIA's July 1992 regular fares and the fares as set forth in Section H. FARES. This assumes that as of July 1992, a regular fare for a Curry or Yosemite National Park employee is one half the full VIA fare.

b. CONTRACTOR will keep all fares collected on VIA runs and utilized exclusively on VIA runs.

c. COUNTY will reimburse CONTRACTOR for the discount cost of transfers between VIA and the new service in Merced, per Section H.b. below.

H. FARES:

a. CONTRACTOR will charge for transit service per "FARES FOR HIGHWAY 140 CORRIDOR SERVICE", page 7 of 7, excepting monthly passes as described under Section H.b. below.

b. CONTRACTOR will provide to COUNTY, Department of Public Works, up to ten (10) monthly passes and up to ten (10) ticket books that may be sold to Mariposa County employees at a discount set by the COUNTY, to promote additional ridership. CONTRACTOR will be paid for these passes at this discount rate.

c. CONTRACTOR will participate in promotional efforts by providing discounted passes or tickets on an occasional basis.

d. Merced to Yosemite and Yosemite to Merced travellers who are not COUNTY residents will pay fares as set by CONTRACTOR.

e. CONTRACTOR will provide single transfers good for the Merced City Shuttle and MARTS. Initially these will be free of charge to passengers using the new service (or VIA) who need to connect with VIA (or the new service) on the return run. The intent of this is to eliminate the need for existing VIA runs to stop at Merced College.
I. RIDERSHIP REPORTS:

1. CONTRACTOR will submit a monthly report of ridership with the monthly claim, which will include the following:

   a. Daily driver logs from each run, showing number of tickets used and number of monthly passes.

   b. Number of Mariposa County residents using VIA for through run between Merced and Yosemite Village, as well as to intermediate points.

   c. Other information as requested by County.
# HIGHWAY 140 EXPRESS

## MERCEDE TO MARIPOSA & YOSEMITE (EASTBOUND)

<table>
<thead>
<tr>
<th>Location</th>
<th>VIA Bus</th>
<th>Greyline Bus</th>
<th>VIA Bus</th>
<th># #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merced College</td>
<td>8:00a</td>
<td>1:30p(MF)</td>
<td>5:10p</td>
<td>10:00p(R)</td>
</tr>
<tr>
<td>Transpo/16th &amp; M AMTRAK/4th &amp; K</td>
<td>8:10a</td>
<td>1:40p(MF)</td>
<td>5:22p</td>
<td>(R)</td>
</tr>
<tr>
<td>Cathey’s Valley</td>
<td>8:35a</td>
<td>1:15a(MF)</td>
<td>6:00p</td>
<td>10:35p(R)</td>
</tr>
<tr>
<td>Fairground</td>
<td>6:10a</td>
<td>6:20a</td>
<td>2:30p</td>
<td>6:15p</td>
</tr>
<tr>
<td>Bootjack Store</td>
<td>9:00a</td>
<td>11:30a</td>
<td>6:25p</td>
<td>10:50p(R)</td>
</tr>
<tr>
<td>Frost Shop</td>
<td>5:40a</td>
<td></td>
<td>6:35p</td>
<td>11:00p(R)</td>
</tr>
<tr>
<td>Hwy 140/Triangle Rd</td>
<td>5:45a</td>
<td>6:40a</td>
<td>7:00p</td>
<td>6:05p</td>
</tr>
<tr>
<td>Midpines/Post Office</td>
<td>6:47a</td>
<td>6:44a</td>
<td>8:00p</td>
<td>7:10p</td>
</tr>
<tr>
<td>Cedar Lodge</td>
<td>6:10a</td>
<td>7:08a</td>
<td>9:42a</td>
<td>10:30p</td>
</tr>
<tr>
<td>El Portal(Post Off.) #</td>
<td>8:20a</td>
<td>7:16a</td>
<td>10:45a</td>
<td>5:15p</td>
</tr>
<tr>
<td>Yosemite Village</td>
<td>6:55a</td>
<td>7:50a</td>
<td>10:50p</td>
<td>5:55p</td>
</tr>
</tbody>
</table>

## SCHEDULE IN EFFECT THROUGH SEPT. 27, 1992
- **# #** Operates only if service to Merced College is requested.
- **(MF)** service to & from Merced operates on this run on Monday and Friday only.
- **(R)** service to these locations by request only.

**Note:** El Portal service will stop at Racherla Apts. & Trailer Park upon request (except for VIA and Greyline bus).

## YOSEMITE TO MARIPOSA & MERCEDE (WESTBOUND)

<table>
<thead>
<tr>
<th>Location</th>
<th>VIA Bus</th>
<th>Greyline Bus</th>
<th>VIA Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yosemite Village</td>
<td>7:10a</td>
<td>3:45p</td>
<td>5:20p</td>
</tr>
<tr>
<td></td>
<td>9:00a</td>
<td>4:32p</td>
<td>6:02p</td>
</tr>
<tr>
<td></td>
<td>11:30a</td>
<td>5:05p</td>
<td>6:10p</td>
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<tr>
<td></td>
<td></td>
<td>5:15p</td>
<td>8:10p</td>
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<td>9:15p</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11:35p</td>
</tr>
<tr>
<td>El Portal(Post Off.) #</td>
<td>7:42a</td>
<td>4:16p(R)</td>
<td>5:20p</td>
</tr>
<tr>
<td></td>
<td>9:35a</td>
<td>5:10p</td>
<td>6:02p</td>
</tr>
<tr>
<td></td>
<td>11:35a</td>
<td>5:55p</td>
<td>6:40p</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>9:50p</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>12:10a</td>
</tr>
<tr>
<td>Cedar Lodge</td>
<td>7:50a</td>
<td>4:22p(R)</td>
<td>5:15p</td>
</tr>
<tr>
<td></td>
<td>9:40a</td>
<td>5:10p</td>
<td>6:05p</td>
</tr>
<tr>
<td></td>
<td>11:40a</td>
<td>5:47p</td>
<td>6:45p</td>
</tr>
<tr>
<td>Midpines/Post Office</td>
<td>10:00a</td>
<td>5:55p</td>
<td>7:10p</td>
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<tr>
<td></td>
<td>12:05N</td>
<td>6:05p</td>
<td>9:05p</td>
</tr>
<tr>
<td>Hwy 140/Triangle Rd</td>
<td>10:05a</td>
<td>6:25p</td>
<td>7:10p</td>
</tr>
<tr>
<td></td>
<td>12:15p</td>
<td>6:30p</td>
<td>9:05p</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>9:08p</td>
</tr>
<tr>
<td>Bootjack Store</td>
<td>6:40a</td>
<td>5:55p</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10:20a</td>
<td>6:35p</td>
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</tr>
<tr>
<td>Fairground</td>
<td>6:48a</td>
<td>(R)</td>
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<tr>
<td></td>
<td>10:30a</td>
<td>(R)</td>
<td></td>
</tr>
<tr>
<td>Frost Shop</td>
<td>6:55a</td>
<td>5:05p</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10:35a</td>
<td>6:25p(R)</td>
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<td></td>
<td>11:15a(MF)</td>
<td>7:10p(R)</td>
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<tr>
<td></td>
<td>6:05p</td>
<td>7:40p</td>
<td></td>
</tr>
</tbody>
</table>

**Bus will stop along Highway 140 at the following locations:**
- Midpines Store
- KOA campground
- Indian Flat
- El Portal Trailor Park
- Parkline

Flag stops will be made at other locations if driver decides it is safe to stop.

**Service operated by Merced Transpo Co. and Grey Line Tours with funding provided by Mariposa County.**