

**MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING
DECEMBER 15, 2016 / 12:00 PM
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET**

AGENDA

- 1.0 Call to Order & Roll Call
- 2.0 Changes or Additions to the Agenda
- 3.0 Public Comment on items not on the Agenda
- 4.0 Presentations:
 - 4.1 Update from Missoula Food Bank
- 5.0 Action Items:
 - 5.1 Fiscal Year 2016 Financial Audit (*Dorothy Magnusen*)
Recommendation: Receive and accept the Fiscal Year 2016 Audit.
 - 5.2 Minutes of September 22, 2016
Recommendation: Approve the minutes of September 22, 2016.
 - 5.3 Financial Statements and Ridership Reports (*Finance Committee*)
Recommendation: Receive the October 2016 Financial Statements and Ridership Reports.
 - 5.4 Meeting Schedule for Calendar 2017 (*Corey Aldridge*)
Recommendation: Approve the calendar of meetings for 2017.
 - 5.5 Election of MUTD Board Chair for Calendar Year 2017
Recommendation: Conduct an election to select the 2017 Board Chair as defined in the MUTD Bylaws.
 - 5.6 Selection of Nominating Committee
Recommendation: Select board members to serve on the Nominating Committee.
 - 5.7 Office Copier Purchase (*Corey Aldridge*)
Recommendation: Approve the purchase of two office copiers, not to exceed a combined total of \$18,582, and direct the General Manager to execute contracts for their purchase and installation.
 - 5.8 NTD Analysis Contract (*Corey Aldridge*)
Recommendation: Authorize the General Manager to execute a consulting contract with Transit Labs, not to exceed \$50,000.
 - 5.9 Operations Manager Contract (*Corey Aldridge*)
Recommendation: Approve reclassifying the Operations Manager to a regular salaried MUTD employee.

6.0 Discussion Items / Reports / Comments:

6.1 General Manager's Report

7.0 Adjournment



MUTD Board Staff Report

To: Board of Directors
From: Dorothy Magnusen, Finance and Administrative Manager
Date: December 15, 2016

Subject: Fiscal Year 2016 Financial Audit

Recommendation: Receive and accept the Fiscal Year 2016 Audit report as presented by Junkermier, Clark, Campanella, Stevens P.C. (JCCS)

Discussion: JCCS was awarded the contract for three years with two additional one-year renewals at MUTD's sole discretion. JCCS has completed the first year of the audit engagement for FY2016. Tony Vanorny, CPA and Shareholder, will present the results of the audit at the meeting.

The Auditor's Report expresses an unqualified (clean) opinion on the financial statements and on compliance for the major federal award programs.

Attachments

1. None



**MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING
MINUTES – September 22, 2016
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET**

Draft

Members Present

Andrea Davis, Chair
Amy Cilimburg, Secretary
Martin Blair
Jesse Dodson

Members Absent

Eric Hines, Treasurer
Melanie Brock, Vice-Chair
Don MacArthur

Staff

Corey Aldridge, General Manager
Dorothy Magnusen, Fin & Admin Manager
Jen Sweten, Service Supervisor
Vince Caristo, Project Mgmt Spec

Guests

None

Call to Order and Roll Call

Davis called the meeting to order at 12:05 p.m. Roll call was taken.

Changes or Additions to Agenda

None

Public Comment on Items Not on the Agenda

None

Action Items

Approval of Minutes

Cilimburg made a motion to approve the minutes of August 25, 2016, seconded by Dodson.
The motion carried unanimously.

Bylaws of the Specialized Transportation Advisory Committee (STAC)

Sweten discussed that STAC has been working on Bylaws for the last couple of months based on the Interlocal Agreement that formed STAC in 2001. The original agreement did not have any guidelines as to what constitutes a quorum. Staff has changed the draft to state that “A majority of the voting members present at a meeting, shall constitute a quorum, provided that at least four (4) voting members are in attendance and one (1) of those be the MUTD Manager (or designee)”.

Blair made a motion to approve the Bylaws of the Specialized Transportation Advisory Committee, seconded by Dodson. The motion carried unanimously.

Comprehensive Operational Analysis/Long Range Transit Plan Request for Proposal (RFP)

Aldridge & Caristo presented the RFP for the Long Range Transit Plan. There was full discussion with the Board on what is essential. The Board gave MUTD direction as to what they would like to see for an outcome.

General Manager's Report

Aldridge reported that MUTD has had the Federal Transit Administration (FTA) Triennial Review and waiting for the final report. The Triennial Review is to help become compliant and make any improvements that are required.

Adjournment

The meeting adjourned at 1:35 p.m.

Submitted by Sheila Wangler



MUTD Board Staff Report

To: Board of Directors
From: Dorothy Magnusen, Finance & Administrative Manager
Date: December 15, 2016

Subject: October 2016 Financial Statements, Capital Cash Reserves, and Ridership Reports

Recommendation: The Board receives the Finance Committee report for the October 2016 Financial and Ridership Reports.

Attachments

1. Financial Statements
2. Capital Cash Reserves
3. Ridership Reports

Discussion:

Statement of Net Position

- Capital Cash Reserves of \$1,013,936 includes the minimum board reserve requirement of \$250,000.
- Operating Reserve of \$3,242,886 is funded from the mill levy for future operations. The FY17 contribution to operating reserves is expected to be \$1,059,425. The contribution is made monthly at \$88,285.
- The net position of \$14,631,975 includes unrestricted of \$3,844,987.

Statement of Revenues, Expenses, and Changes in Net Position

- The October 2016 financial statements show a net change in position before Federal Capital Contributions and additions to reserves of \$535,527 compared to October 2015 of \$220,077.
- The net change in position after Federal Capital Contributions and additions to reserves is \$125,500 compared to October 2015 is \$176,328.
- Total Operating Revenue is tracking with budget.
- The expenses are 5.59% less than the budget.

Reserves

- Capital Cash Reserves of \$1,013,936 includes the minimum board reserve requirement of \$250,000.
- Committed funds for open projects total \$159,833 through the end of FY2017.
- FY2018 expected purchases total \$781,334, with additional reserve contributions of \$175,000. This reserve is based on the Phase III implementation. Changes to this reserve will be determined with the updated Long Range Transportation Plan.

Ridership Report

- The fixed route ridership reports have been adjusted to reflect APC data for FY16 and FY17. The FY16 fixed route ridership with the APC data is 203,059 or 15% more than the manual counts.
- The Fixed Route ridership for October 2016 is 136,182 compared to 137,022 in October 2015. This is a slight decrease from the month-to-month comparisons. The ridership trend is flattening with a 2% increase compared to the same time last year.
- The trend of increases in senior van ridership has changed since the beginning of FY16. The change is a result of moving senior van passengers to ADA services.
- The ADA ridership for October 2016 is 1,761 compared to 1,305 in October 2015. This is a 35% increase from the month-to-month comparisons and a 40% increase in the year-to-date ridership.
- The Senior Van for October 2016 is 690 compared to 951 in October 2015. This is a 27% decrease from the month-to-month comparisons and a 14% decrease in the year-to-date ridership.

Missoula Urban Transportation District

Financial Statements

October 2016



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2	Missoula Urban Transportation District Statement of Revenues, Expenses and Changes in Net Position For the Years Ended June 30, 2017 and 2016 Summary										
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Missoula Urban Transportation District

Capital Cash Reserves

October 2016



**Missoula Urban Transportation District
Capital Reserve Activity
As of October 31, 2016**

Capital Reserve Balance June 30, 2016	746,854
Less Minimum Capital Reserve Balance	<u>-250,000</u>
Available Capital Reserve	496,854

FY15 Committed Funds			
<u>FY11 Capital Projects - 5307 (0099)</u>			
New Cutaway for Phase II #108	-167		
<u>FY11 Capital Projects State of Good Repair / Bus Livability (0016)</u>			
Transfer Center / Real Time Passenger Information System (20%)	-2,219		
<u>FY11 Capital Projects - CMAQ (0011)</u>			
Shelters (13.42% CMAQ)	-4,271		
<u>FY12 Capital Projects - Bus Livability (0019)</u>			
Digital solar signs (20%)	-299		
<u>FY13 Capital Projects - 5307 (0108)</u>			
IT System Upgrade (20%)	-1,991		
<u>FY13 Capital Projects - 5307 (0112)</u>			
Upgrade to Existing Cutaways	-5,829		
Equipment & Amenities New ARBOC #109	-265		
Bus Stop Engineering, Design, Signs	-2,058		
<u>FY13 Capital Projects - 5307 (0116)</u>			
Telephone System	-1,773		
<u>FY13 Capital Projects - CMAQ (0015)</u>			
TDM Activities - Contract	-9,605		
Feasibility Study - Signal Priority	-5,905		
FY15 Addition to Capital Reserves		175,000	
Balance End of Year FY15	-34,215	175,000	706,069
Programmed Transit Development Plan Projects			
<u>FY2016 TDP Capital Projects</u>			
Supervisory Vehicle & Maintenance Truck (20% - 5339) (Replace 3 plus 1 new Supervisory)	-40,580		
Replace Shop Lift (5339)	-50,000		
IT Upgrade (20% - 5339)	-11,060		
FY2016 Addition to Capital Reserves (\$175,000)		175,000	
Balance End of Year FY2016	-101,640	175,000	982,709
Programmed Transit Development Plan Projects			
<u>FY2017 TDP Capital Projects</u>			
Purchase Low Floor Cutaway with Amenities (20% - 5310) Replace #110	-15,000		
TDM Marketing Plan (CMAQ)	-8,978		
Purchase of Copier (Local)		18,582	
FY2017 Addition to Capital Reserves		58,333	
Balance End of Year FY2017	-23,978	76,915	1,083,602
Programmed Transit Development Plan Projects			
<u>FY2018 TDP Capital Projects</u>			
2-Buses for Replacement (5339) Diesel (20%)	-195,510		
5-Buses for Replacement (portion from CMAQ/Discretionary) Diesel (20%)	-356,875		
3-Buses for Phase III Expansion (Discretionary) Diesel (20%)	-219,949		
1-Mini Vans (20% - 5310)	-9,000		
FY2018 Addition to Capital Reserves		175,000	
Balance End of Year FY2018	-781,334	175,000	477,268

Missoula Urban Transportation District

Ridership Reports

October 2016

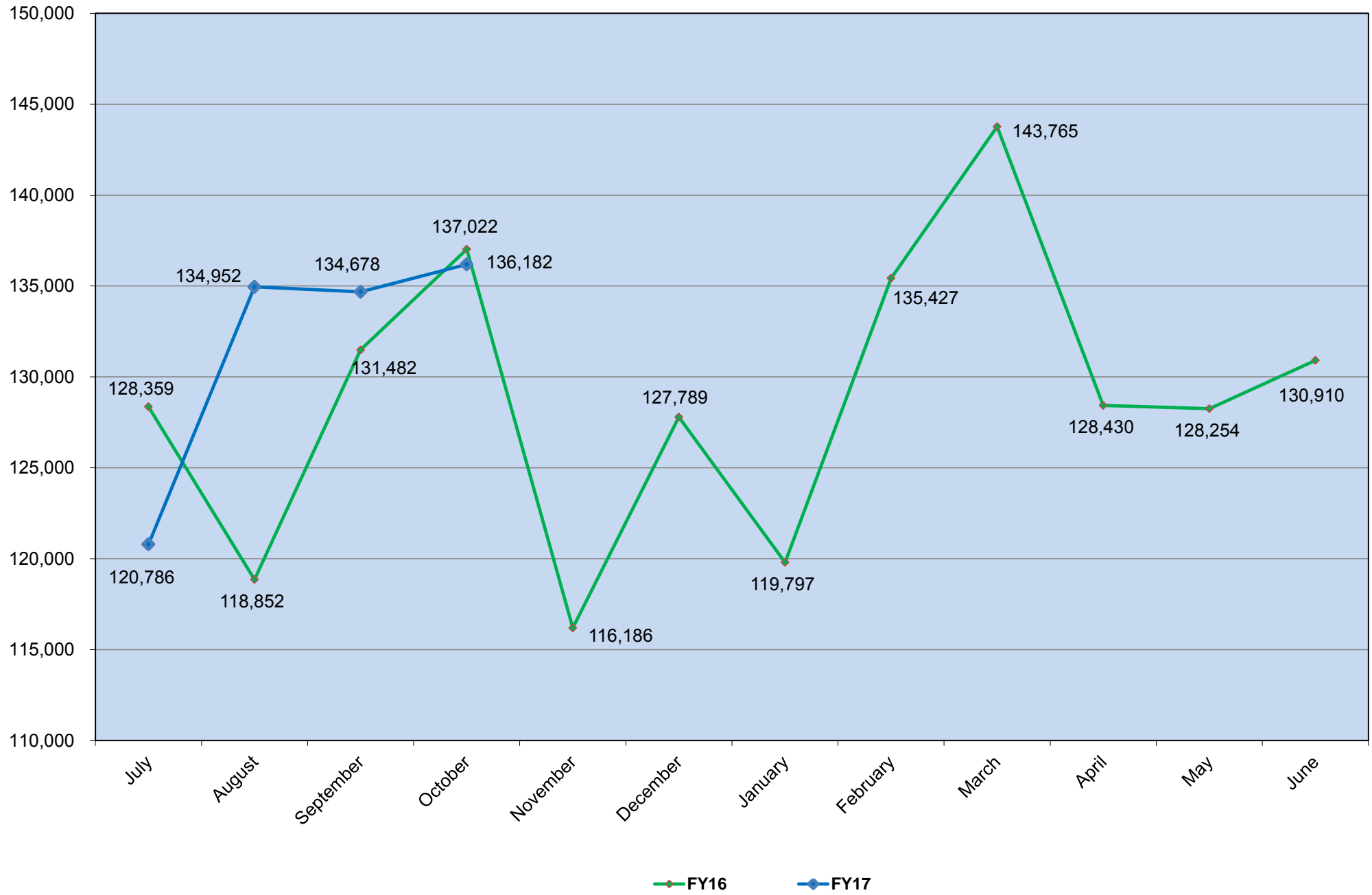


MISSOULA URBAN TRANSPORTATION DISTRICT

FY 2017 FIXED ROUTE STATISTICS

	JULY 2016	AUGUST 2016	SEPTEMBER 2016	OCTOBER 2016	OCTOBER 2015	INCREASE (DECREASE)	YTD TOTAL FY17	YTD TOTAL FY16	INCREASE (DECREASE)
Passenger Information									
Total Passengers	120,786	134,952	134,678	136,182	137,022	(840)	526,598	515,715	10,883
Avg Cost per gallon of gasoline	\$ 2.39	\$ 2.29	\$ 2.33	\$ 2.33	\$ 2.48	\$ (0.15)	\$ 2.34	2.83	\$ (0.49)
Average Weekday Ridership	4,923	4,928	5,016	6,036	6,077	(41)	5,218	5,653	(435)
Average Saturday Ridership	1,575	1,335	1,852	1,885	1,879	6	1,652	1,739	(87)
Service Information									
Weekdays	20	23	23	21	21	0	87	86	1
Saturdays	5	5	4	5	5	0	19	17	2
UM Days	20	5	23	21	21	0	69	66	3
Weekday Revenue Hour Factor	210.76	210.76	210.76	210.76	210.76	0.00	210.76	210.76	0.00
Saturday Revenue Hour Factor	64.81	64.81	64.81	61.51	61.51	0.00	63.99	63.99	0.00
Weekday Revenue Hours	4,215	4,847	4,847	4,426	4,426	0	18,336	18,125	211
Saturday Revenue Hours	324	324	259	308	308	0	1,216	1,088	128
TOTAL REVENUE HOURS	4,539	5,171	5,106	4,734	4,734	0	19,552	19,213	339
Weekday Revenue Mileage Factor	2,661.80	2,661.80	2,661.80	2,661.80	2,661.80	0.00	2,661.80	2,661.80	0.00
Saturday Revenue Mileage Factor	821.80	821.80	821.80	788.80	788.80	0.00	813.55	813.55	0.00
Weekday Revenue Mileage	53,236	61,221	61,221	55,898	55,898	0	231,577	228,915	2,662
Saturday Revenue Mileage	4,109	4,109	3,287	3,944	3,944	0	15,457	13,830	1,627
TOTAL REVENUE MILES	57,345	65,330	64,508	59,842	59,842	0	247,034	242,745	4,289
Total Vehicle Miles	64,070	66,736	63,749	66,068	65,612	456	260,623	259,666	957
Total Vehicle Accidents	1	3	0	3	0	3	7	1	6
Total Passenger Accidents	1	0	1	0	1	(1)	2	2	0
Total Gallons Diesel Fuel Used	13,536.0	15,157.5	13,621.4	13,573.9	13,627.6	(53.7)	55,888.8	56,551	(661.7)
Miles Per Gallon	4.73	4.40	4.68	4.87	4.81	0.06	4.66	4.59	0.07
Revenue Miles per Revenue Hour	12.63	12.63	12.63	12.64	12.64	0.00	12.63	12.63	0.00
Financial Information									
Operations Dept Expense	\$ 257,837	\$ 281,540	\$ 245,206	\$ 259,398	\$ 222,826	\$ 36,572	\$ 1,043,981	1,054,301	\$ (10,320)
Maintenance Dept Expense	\$ 60,805	\$ 75,842	\$ 69,599	\$ 62,195	\$ 45,692	\$ 16,503	\$ 268,441	241,691	\$ 26,750
Administrative Dept Expense	\$ 187,737	\$ 203,438	\$ 188,619	\$ 194,991	\$ 97,844	\$ 97,147	\$ 774,784	417,424	\$ 357,359
Transfer Center Expense	\$ 6,492	\$ 6,117	\$ 8,741	\$ 5,315	\$ 2,922	\$ 2,393	\$ 26,666	14,980	\$ 11,686
TOTAL OPERATION COST	\$ 512,871	\$ 566,938	\$ 512,165	\$ 521,899	\$ 369,284	\$ 152,615	\$ 2,113,872	\$ 1,728,397	\$ 385,475
Passengers per Mile	2.11	2.07	2.09	2.28	2.29	(0.01)	2.13	2.12	0.01
Passengers per Hour	26.61	26.10	26.38	28.77	28.94	(0.17)	26.93	26.84	0.09
Operating Expense per Revenue Mile	\$ 8.94	\$ 8.68	\$ 7.94	\$ 8.72	\$ 6.17	\$ 2.55	\$ 8.56	\$ 7.12	\$ 1.44
Operating Expense per Revenue Hour	\$ 112.99	\$ 109.64	\$ 100.31	\$ 110.24	\$ 78.01	\$ 32.23	\$ 108.12	\$ 89.96	\$ 18.16
Operating Expense per Passenger Trip	\$ 4.25	\$ 4.20	\$ 3.80	\$ 3.83	\$ 2.70	\$ 1.13	\$ 4.01	\$ 3.35	\$ 0.66

Total Fixed Route Ridership



MISSOULA URBAN TRANSPORTATION DISTRICT
MONTHLY RIDERSHIP HISTORY - APC DATA BEGINNING FY2016 (JULY 2015)
FIXED ROUTE

Fiscal Year	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	% Change
1978						6,072	13,366	10,491	11,382	8,881	18,218	30,183	98,593	
1979	20,610	26,005	23,790	29,434	40,037	44,347	58,609	52,080	46,703	43,969	43,461	36,338	465,383	
1980	34,710	38,657	36,178	51,724	58,365	62,038	83,266	72,460	57,066	57,077	41,082	39,553	632,176	35.84%
1981	35,251	31,934	42,973	54,900	50,580	57,588	67,309	66,827	65,834	63,393	52,725	47,841	637,155	0.79%
1982	38,388	35,523	40,464	50,898	49,781	63,026	75,230	73,734	70,361	56,208	48,523	41,120	643,256	0.96%
1983	33,761	33,774	38,845	50,686	54,388	60,818	65,174	56,552	55,296	50,097	46,641	43,787	589,819	-8.31%
1984	38,040	41,430	47,462	52,016	53,859	66,575	82,799	60,367	56,658	51,627	49,201	36,958	636,992	8.00%
1985	32,285	34,272	39,132	52,809	50,447	49,552	62,738	55,560	47,873	46,977	42,388	29,840	543,873	-14.62%
1986	28,215	32,730	33,908	47,400	45,673	51,208	58,803	49,661	42,981	42,007	40,778	33,428	506,792	-6.82%
1987	34,660	35,711	37,490	51,060	50,341	55,039	62,791	56,898	52,856	47,536	42,054	37,319	563,755	11.24%
1988	33,883	36,300	34,822	43,367	45,849	49,840	64,461	52,782	51,956	46,668	42,908	36,977	539,813	-4.25%
1989	32,043	36,980	37,807	41,646	45,137	46,140	59,008	49,625	53,553	45,864	43,084	37,321	528,208	-2.15%
1990	32,039	34,784	37,382	44,943	46,449	46,799	55,143	46,713	46,835	41,576	45,595	34,190	512,448	-2.98%
1991	30,251	32,662	38,456	54,658	56,448	46,626	74,539	60,047	53,968	52,426	48,160	35,278	583,519	13.87%
1992	32,282	36,503	33,657	54,032	59,496	52,808	64,245	57,002	52,300	52,154	46,977	35,712	577,168	-1.09%
1993	30,399	27,529	38,189	40,659	39,880	43,394	43,890	48,467	48,170	53,365	33,226	30,606	477,774	-17.22%
1994	28,277	43,652	41,008	40,230	44,153	43,094	40,839	43,551	47,626	47,116	44,299	35,472	499,317	4.51%
1995	33,952	42,380	45,479	46,369	50,902	49,304	51,452	49,725	54,992	46,197	42,446	36,099	549,297	10.01%
1996	31,821	35,293	45,430	46,894	48,873	49,850	48,065	63,983	60,544	47,728	46,603	33,077	558,161	1.61%
1997	34,148	33,968	46,780	53,983	51,438	58,998	54,180	61,778	59,652	60,573	49,746	50,029	615,273	10.23%
1998	51,524	47,026	52,554	59,432	50,548	58,943	53,197	58,920	57,842	60,762	49,176	51,565	651,489	5.89%
1999	55,658	49,811	58,525	61,466	52,169	56,300	51,104	60,077	64,575	63,749	51,841	53,118	678,393	4.13%
2000	52,016	53,775	60,950	61,706	56,148	58,399	53,905	65,112	63,498	59,932	56,832	51,076	693,349	2.20%
2001	48,627	55,562	58,403	63,618	58,389	58,010	55,638	64,809	64,385	61,509	58,987	52,198	700,135	0.98%
2002	49,181	53,808	55,756	68,788	61,550	59,033	58,832	64,204	64,005	67,951	59,530	47,369	710,007	1.41%
2003	48,105	48,363	50,954	63,041	53,809	54,759	54,174	61,246	61,892	62,189	55,107	47,582	661,221	-6.87%
2004	49,853	47,413	56,757	61,539	54,138	58,440	56,833	61,990	66,692	61,051	51,380	52,195	678,281	2.58%
2005	50,683	50,568	54,578	56,485	52,355	50,600	50,369	53,254	59,201	60,877	52,125	53,368	644,463	-4.99%
2006	47,384	53,325	59,643	60,294	58,512	57,147	57,526	61,658	66,412	61,313	55,963	56,052	695,229	7.88%
2007	50,603	60,905	62,089	66,894	64,744	57,293	64,747	61,844	64,453	63,613	61,205	56,853	735,243	5.76%
2008	56,130	64,638	56,645	68,167	63,394	58,729	71,600	74,959	69,203	77,519	65,998	68,234	795,216	8.16%
2009	73,854	73,502	72,918	76,187	59,577	62,596	69,040	74,024	72,771	69,494	61,184	63,984	829,131	4.26%
2010	63,155	58,136	66,870	72,825	60,875	66,163	64,829	70,950	72,598	72,920	60,883	61,449	791,653	-4.52%
2011	61,259	64,259	70,153	71,889	67,856	72,845	73,696	80,896	90,857	70,320	70,466	71,105	865,601	9.34%
2012	69,584	77,705	76,591	79,173	78,214	72,366	78,396	86,593	88,538	73,082	73,584	70,643	924,469	6.80%
2013	67,267	71,082	68,326	82,565	71,606	66,206	78,279	80,474	82,970	76,511	74,527	66,236	886,049	-4.16%
2014	69,541	73,403	74,437	82,945	71,337	67,868	75,357	81,465	87,142	78,268	71,355	68,048	901,166	1.71%
2015	75,204	72,738	77,044	85,778	68,844	72,650	96,173	100,122	111,202	111,607	100,686	102,574	1,074,622	19.25%
2016	128,359	118,852	131,482	137,022	116,186	127,789	119,797	135,427	143,765	128,430	128,254	130,910	1,546,273	43.89%
2017	120,786	134,952	134,678	136,182									526,598	2.11%
Average														
'78 - Cur	48,815	51,280	54,836	62,146	56,904	57,417	63,318	63,752	63,810	60,065	54,544	50,402	687,289	

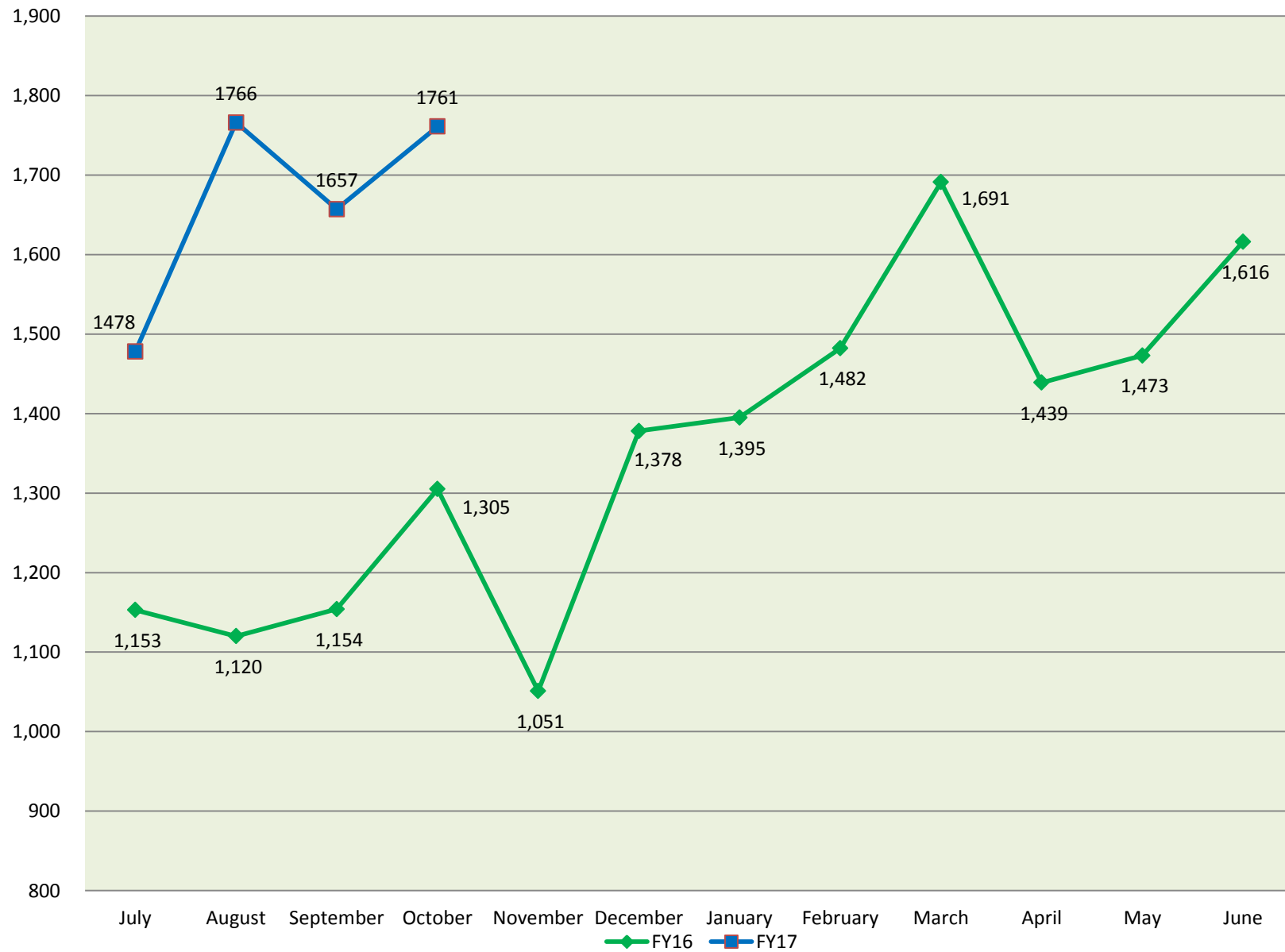
Total Passengers Through Current Month	26,747,360
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 = Highest year by month

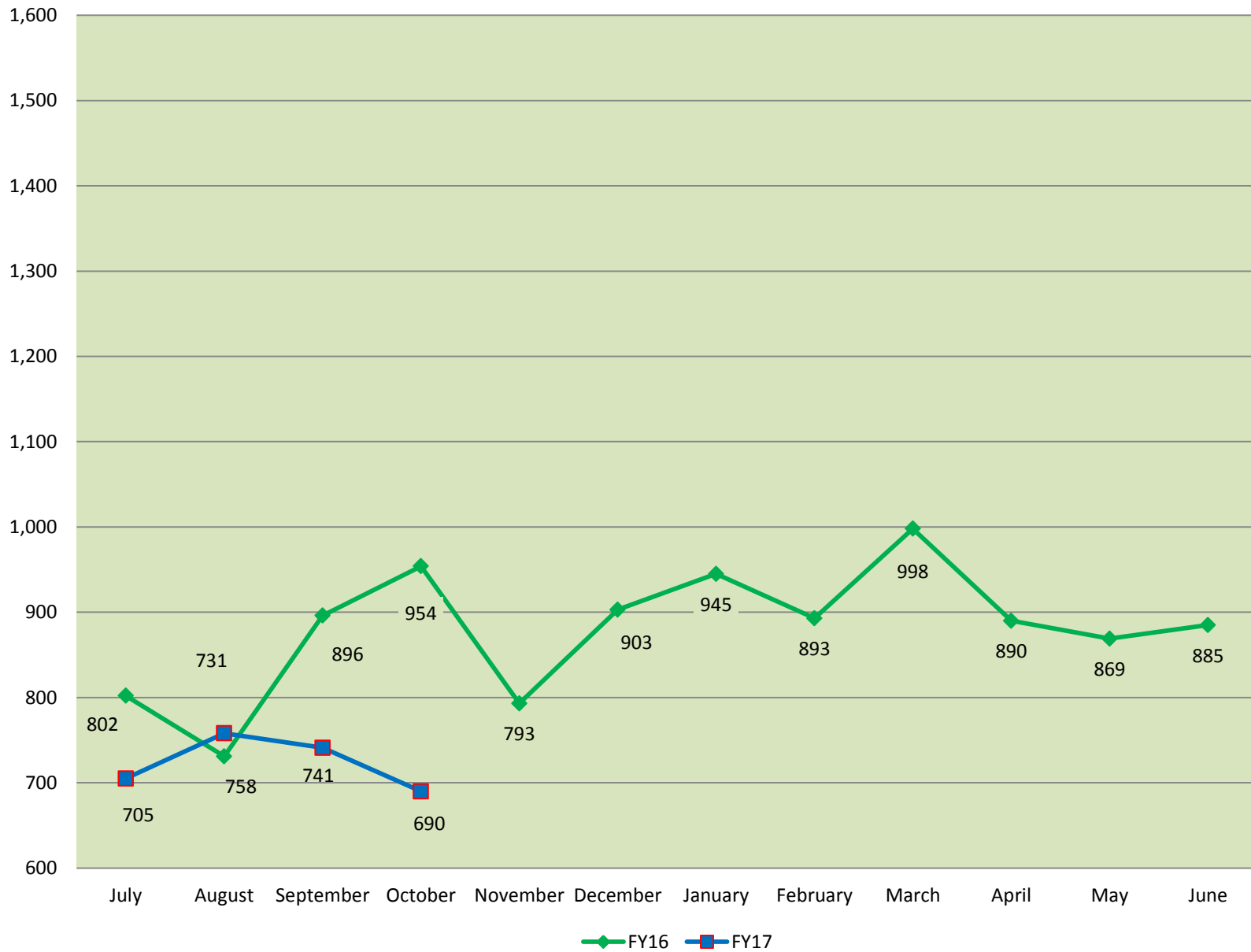
MISSOULA URBAN TRANSPORTATION DISTRICT **FY 2017 PARATRANSIT (ADA) / SENIOR VAN STATISTICS**

	JULY 2016	AUGUST 2016	SEPTEMBER 2016	OCTOBER 2016	OCTOBER 2015	INCREASE (DECREASE)	YTD TOTAL FY17	YTD TOTAL FY16	INCREASE (DECREASE)
ADA Passenger Information									
Total ADA Paratransit Passengers	1,478	1,766	1,657	1,761	1,305	456	6,662	4,732	1,930
UM Paratransit Passengers	0	0	0	0	12	(12)	0	32	(32)
Premium Service	31	23	0	0	21	(21)	54	117	(63)
Average Weekday Passengers	69	73	69	80	59	21	73	52	21
Average Saturday Passengers	21	15	20	16	14	2	18	15	3
Cancelled Trips %	0.72%	1.49%	1.47%	1.73%	0.82%	0.91%	1.35%	1.21%	0.14%
No Show Trips %	3.55%	4.55%	4.92%	6.35%	3.10%	3.25%	4.84%	2.78%	2.06%
Denial Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Senior Van Passenger Information									
Total Senior Van Passengers	705	758	741	690	951	(261)	2,894	3,380	(486)
Percentage of total ADA / Sr Van riders	32.3%	30.0%	30.9%	28.2%	41.7%	-14%	30.34%	41.48%	-11.13%
Premium Service	0	0	0	0	24	(24)	0	130	(130)
Average Weekday Passengers	32	30	30	30	43	(13)	31	37	(6)
Average Saturday Passengers	12	11	14	10	9	1	12	12	(1)
Cancelled Trips %	0.19%	0.41%	0.30%	0.38%	0.91%	-0.53%	0.32%	0.69%	-0.37%
No Show Trips %	1.77%	1.53%	1.25%	1.65%	1.73%	-0.08%	1.55%	1.34%	0.21%
Denial Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Passenger Ridership									
Total ADA /Senior Van Passengers	2,183	2,524	2,398	2,451	2,256	195	9,556	8,112	1,444
Combined Service Information									
Unduplicated Riders	169	181	180	174	168	6	704	621	83
Number of Weekdays	20	23	23	21	21	0	87	86	1
Number of Saturdays	5	5	4	5	5	0	19	17	2
Weekday Revenue Hours	883	1,076	1,026	1,039	920	120	4,024	3,080	944
Saturday Revenue Hours	64	52	48	51	54	(3)	215	192	23
Total Revenue Hours	948	1,127	1,074	1,090	974	116	4,239	3,272	967
Weekday Revenue Miles	10,846	12,981	12,370	12,691	11,746	945	48,888	38,883	10,005
Saturday Revenue Miles	743	629	545	633	624	9	2,550	2,369	181
Total Revenue Miles	11,589	13,610	12,915	13,324	12,370	954	51,438	41,252	10,186
Total Vehicle Miles	12,577	14,760	13,853	14,389	13,328	963	55,579	44,451	11,128
Vehicle Accidents	0	0	1	1	0	1	2	1	1
Passenger Accidents	0	0	0	0	0	0	0	0	0
Gallons Fuel Used	1,213	1,262	1,057	1,119	1,189	(70)	4,651	3,913	738
Combined Financial Information									
ADA Operations Cost	\$ 35,643	\$ 41,065	\$ 35,311	\$ 39,062	\$ 25,621	\$ 13,441	\$ 151,015	\$ 107,982	\$ 43,033
Sr Van Operations Cost	\$ 17,001	\$ 17,626	\$ 15,791	\$ 15,305	\$ 18,329	\$ (3,024)	\$ 65,789	\$ 76,524	\$ 29,770
Total ADA / Sr Van Operation Cost	\$ 52,644	\$ 58,691	\$ 51,102	\$ 54,367	\$ 43,950	\$ 10,417	\$ 216,804	\$ 184,506	\$ 32,298
Passengers Per Mile	0.13	0.13	0.13	0.13	0.11	0.03	0.13	0.11	0.01
Passenger Per Hour	1.56	1.57	1.54	1.62	1.34	0.28	1.57	1.45	0.13
Cost Per Mile	\$ 4.54	\$ 4.31	\$ 3.96	\$ 4.08	\$ 3.55	\$ 0.53	\$ 4.21	\$ 4.47	\$ (0.26)
Cost Per Hour	\$ 55.55	\$ 52.05	\$ 47.57	\$ 49.89	\$ 45.15	\$ 4.75	\$ 51.15	\$ 56.39	\$ (5.25)
Cost Per Passenger	\$ 35.62	\$ 33.23	\$ 30.84	\$ 30.87	\$ 33.68	\$ (2.81)	\$ 32.54	\$ 38.99	\$ (6.45)

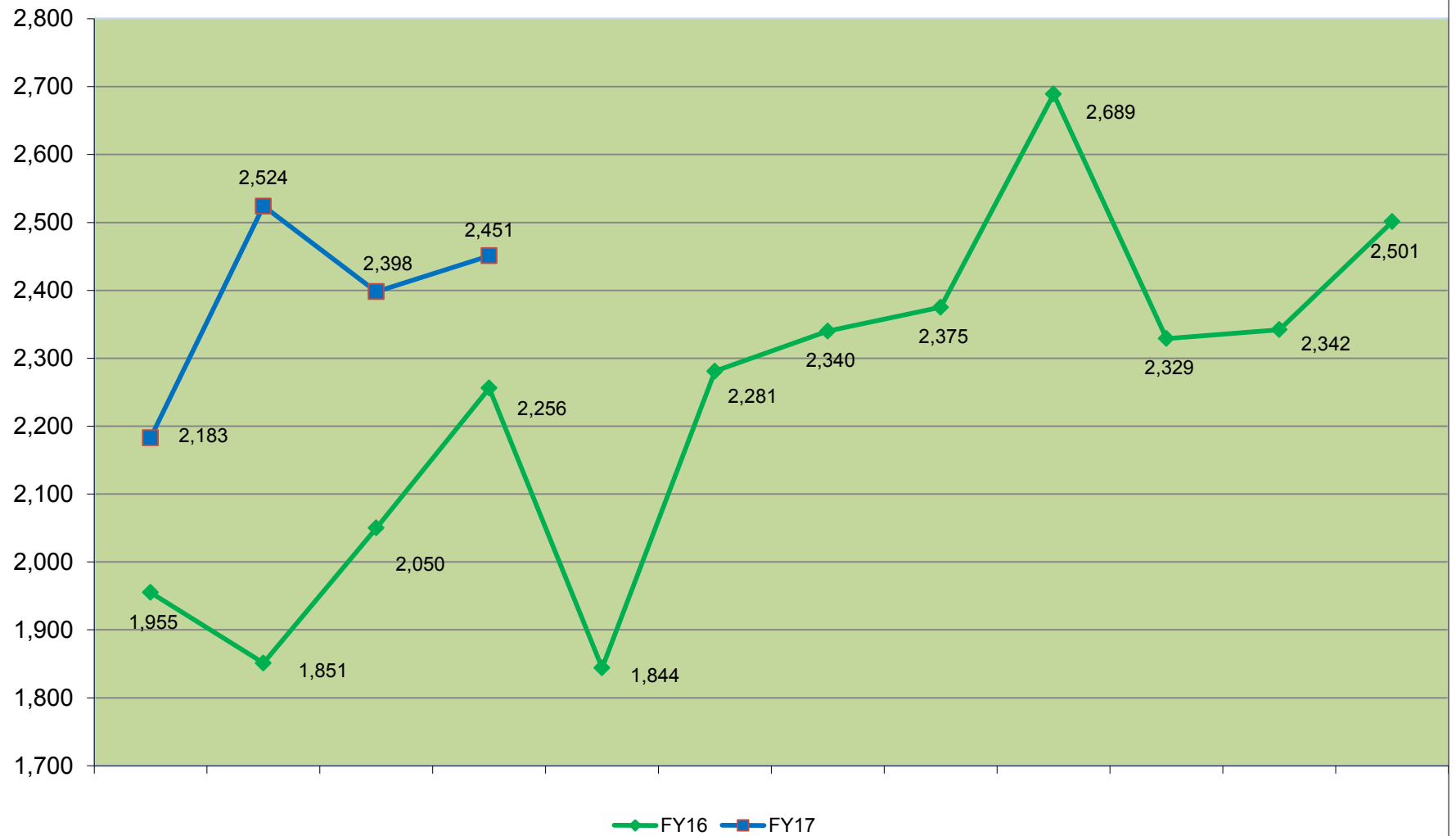
ADA Paratransit Ridership



Senior Van Ridership



Paratransit & Senior Van Ridership





MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

Subject: 2017 Meeting Schedule

Recommendation: Approve the proposed regular meeting schedule for 2017.

Attachments

1. None

Discussion: The Board typically meets on the fourth Thursday of every month. The 2017 meeting schedule shows a combined board meeting for November and December on the second Thursday due to the holidays.

Proposed Schedule:

January 26
February 23
March 23
April 27
May 25
June 22
July 27
August 24
September 28
October 26
December 14



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

Subject: Election of Board Chair

Recommendation: Conduct an election to select the 2017 Board Chair as defined in the MUTD Bylaws.

Discussion: The MUTD Bylaws state “[t]he officers of the Board shall consist of a Chair, Vice-Chair, Secretary and Treasurer, all of whom shall be Board members. The Chair shall be elected at the December monthly meeting of each calendar year by a two-thirds majority of the Board. The Vice-Chair, Secretary and Treasurer shall be elected at the January monthly meeting of each calendar year by a two-thirds majority of the Board.”

The current Board Officers are:

Andrea Davis, Chair
Melanie Brock, Vice-Chair
Amy Cilimburg, Secretary
Eric Hines, Treasurer

Attachments

1. None



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

Subject: Selection of Nominating Committee

Recommendation: Select board members to serve on the Nominating Committee.

Attachments

1. None

Discussion: The MUTD Bylaws state “[t]he officers of the Board shall consist of a Chair, Vice-Chair, Secretary and Treasurer, all of whom shall be Board members. The Chair shall be elected at the December monthly meeting of each calendar year, by a two-thirds majority of the Board. The Vice-Chair, Secretary and Treasurer shall be elected at the January monthly meeting of each calendar year, by a two-thirds majority of the Board.

A nominating committee will consist of the current chair and two current board members who shall consult with the General Manager. This committee shall present nominations for each office at the regularly scheduled January meeting. Nominations will also be accepted from the floor.”

The current Board Officers are:

Andrea Davis, Chair
Melanie Brock, Vice-Chair
Amy Cilimburg, Secretary
Eric Hines, Treasurer

The MUTD Bylaws state “[t]he MUTD Board has three standing committees: The Executive Committee, The Finance Committee, and The Planning Committee.

The Chair, at the beginning of his or her term or at any time necessary, may appoint a nominating committee to review and update the composition of each of these committees. Each Committee shall have three voting Board members. The Manager shall be an ex-officio, nonvoting member of all committees.

The Executive Committee consists of the Board Chair, the Vice Chair, and the immediate past Chair, but the composition may be changed as directed by the Board. This committee meets as required.

The Finance Committee consists of the Treasurer and two other Board Members. The three appointed Board members vote and make recommendations to the Board as whole. This committee meets monthly.

The Planning Committee consists of the Board member appointed to be the representative from MUTD to the Transportation Policy Coordinating Committee and two other Board members. The three appointed Board members vote and make recommendations to the Board as whole. This committee meets as required.

In addition, Ad Hoc committees may be formed at the discretion of the Board.”

The current composition of the three standing committees is:

Executive Committee

Andrea Davis

Melanie Brock

Eric Hines (*currently vacant*)

Finance Committee

Eric Hines (*currently vacant*)

Marty Blair

Jesse Dodson

Planning Committee

Don MacArthur

Melanie Brock

Amy Cilimburg

Other Board duties generally reviewed during the process are the TPCC Representative and the Special Transportation Advisory Committee (STAC) Appeals Representative. Currently, Don MacArthur is the TPCC Representative, with the General Manager approved to attend when the representative is not available. Marty Blair is the STAC Appeals Representative.



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

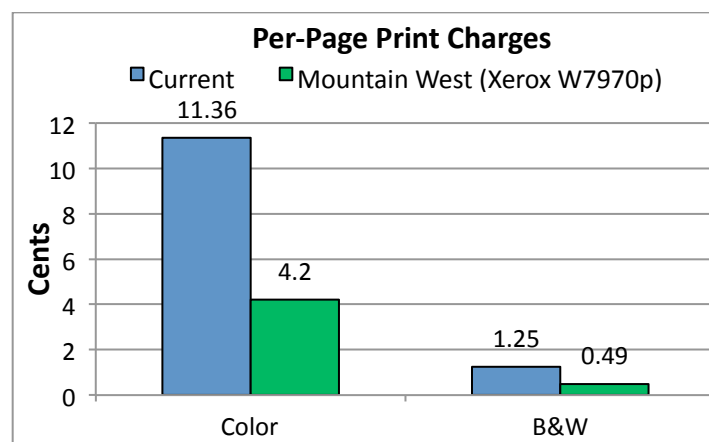
Subject: Office Copier Purchase

Recommendation: Approve the purchase of two office copiers, not to exceed a combined total of \$18,582, and direct the General Manager to execute contracts for their purchase and installation.

Discussion: MUTD's current office copiers (2) are more than eight years old, and downtime due to mechanical issues has been increasing. Currently, the Operations Department is using a loaner copier while their machine is being repaired.

Two local firms were contacted to provide competitive quotes for replacement copiers. Following a detailed review of their features and pricing, staff selected Xerox systems being offered by Missoula-based Mountain West Office Solutions.

The Xerox copiers will be an improvement in both performance and cost. Based on an 8-year life-span, operating expenses comprise between 50% and 75% of the cost of a copier. The maintenance plan being offered by Mountain West Solutions, which includes all consumable supplies (toner, paper, and staples) as well as maintenance services, is priced at less than half of what we currently pay:



The MUTD Procurement Manual requires that the Board of Directors approve contracts greater than or equal to \$15,000.

Attachments

1. Xerox Order Agreement

Purchase Agreement



Customer: MISSOULA URBAN TRANSPORTATION DISTRICT

BillTo: MOUNTAIN LINE
1221 SHAKESPEARE ST
MISSOULA, MT 59802-2307

Install: MOUNTAIN LINE
1221 SHAKESPEARE ST
MISSOULA, MT 59802-2307

State or Local Government Negotiated Contract : 072715400


Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7970P (WORKCENTRE 7970)	- Br Booklet Maker - Envelope Feed Tray - Ck1.5 - 1 Line Fax	Purchase Price: \$11,314.00 Customer Ed: \$275.00 Analyst Services: \$360.00	- Konica Minolta Biz Hub C451 Trade-In to Xerox	1/13/2017
2. 5955APT (WORKCENTRE 5955)	- Off Finisher 50sheet	Purchase Price: \$6,139.00 Customer Ed: \$217.00 Analyst Services: \$277.00	- Konica Minolta Bizhub 350 Trade-In to Xerox	1/13/2017
Total Purchase Amount		\$18,582.00 (Excluding Applicable Taxes)		

Maintenance Pricing

Item	Monthly Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. W7970P	\$40.00	1: BW 2: Color	All Prints All Prints	\$0.0049 \$0.0420	- Term: 60 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5955APT	\$20.00	1: BW	All Prints	\$0.0056	- Term: 60 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$60.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p> <p>Signer: Corey Aldridge Phone: (406)543-8386</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Mt W Ofc Sol-Missoul (406)728-7763</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 
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Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment at your expense to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In

Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

6. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following

Terms and Conditions

disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

13. COMMENCEMENT & TERM. This Agreement will commence for each unit of Equipment upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew

Maintenance Services for a unit of Equipment, it will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

14. EQUIPMENT FINANCED WITH THIRD PARTY. Equipment identified as "Third Party Financed" ("Third Party Financed Equipment") is being purchased for your use and possession and, as part of a transaction with a third party to facilitate your purchase, you will sell, or assign your interests in, the Third Party Financed Equipment to such third party. Your sale of the Third Party Financed Equipment to such third party will not be a breach of your representation in the second sentence of the Section titled "PRODUCTS". Notwithstanding anything to the contrary set forth in the first sentence of the Section titled "ASSIGNMENT", Xerox consents to your sale of, or assignment of your interests in, the Third Party Financed Equipment to such third party, provided that Xerox shall be a third party beneficiary of your agreement with such third party entitled to enforce this Agreement against such third party.

15. EQUIPMENT ACQUIRED FOR THIRD PARTY. You are acquiring the Equipment in connection with an agreement with a third party that will use and possess the Equipment, or pay you for the output of the Equipment. Your agreement with such third party: (a) will not be a breach of your representation in the second sentence of the Section titled "PRODUCTS"; and (b) shall incorporate and make binding on such third party the Sections titled "WARRANTY DISCLAIMERS", "INTELLECTUAL PROPERTY INDEMNITY", "LIMITATION OF LIABILITY", "CARTRIDGES", "EQUIPMENT STATUS", "SOFTWARE LICENSE", and "DIAGNOSTIC SOFTWARE", and Xerox shall be a third party beneficiary of such agreement entitled to enforce this Agreement against such third party.

16. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

17. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

18. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

19. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

20. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

21. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

22. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this

Terms and Conditions

Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

28. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

29. TITLE & RISK OF LOSS. Title to the Equipment passes to you upon delivery. Risk of loss or damage to the Products passes to you upon delivery.

30. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

31. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements,

and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

32. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

Subject: NTD Analysis Contract

Recommendation: Authorize the General Manager to execute a consulting contract with Transit Labs, not to exceed \$50,000.

Discussion: The District submits ridership and other service data annually to the National Transit Database (NTD), which is used by the Federal Transit Administration to determine funding allocations for its Section 5307 Small Transit Intensive Cities (STIC) program. STIC is an annual competitive funding program where cities with population of 50,000 to 200,000 earn additional funding dollars by exceeding the average calculations for large cities in each of six “factors”. The six STIC factors are: (1) Passenger Miles per Vehicle Revenue Mile, (2) Passenger Miles per Vehicle Revenue Hour, (3) Vehicle Revenue Miles per Capita, (4) Vehicle Revenue Hours per Capita, (5) Passenger Miles per Capita, and (6) Passenger Trips per Capita.

In the most recent fiscal year, each STIC factor was worth roughly \$189,432. Missoula exceeded the average in two out of six factors ((4) and (6)) and will receive a STIC apportionment of \$378,864. We were very close to exceeding the average in an additional factor (3).

Transit Labs is a technology company based in Washington, DC that assists transit agencies in maximizing their apportionment of STIC funds. The firm was highly recommended by Mountain Line Transit of Flagstaff, AZ, where Transit Labs’ expertise and analysis helped them earn an additional \$384,000 through the STIC program by conducting a detailed analysis of their NTD reporting methodologies.

Staff believes that Transit Labs’ analysis and expertise will enable us to achieve 1 to 2 additional STIC categories in the next 1-3 years.

The MUTD Procurement Manual requires that the Board of Directors approve contracts greater than or equal to \$15,000.

Attachments

1. Transit Labs Contract

Missoula Urban Transportation District

Standard Consulting Agreement

This Consulting Agreement ('Agreement') is entered into this ____ day of December 2016, by and between:

the Missoula Urban Transportation District (hereinafter '**District**'), having its offices located at 1221 Shakespeare Street, Missoula, Montana;

and

Transit Labs (hereinafter '**Consultant**'), a software and technology company located at 1133 15th ST NW, FL 8 #12, Washington, DC;

Hereinafter, collectively referred to as the "Parties", or "Party", where the context permits.

WHEREAS, District desires to avail itself of the expertise and services of Consultant, and Consultant desires to make its expertise and services available to District upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the agreements below, the parties agree as follows:

1. **CONSULTING SERVICES.** Consultant to perform the services for District as described in the Scope of Work, which is described on pages 6 and 7 of Attachment 1 to this Agreement.

Consultant will provide the services in a professional manner consistent with industry standards.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon signature of this document, and shall terminate at the completion of the Scope of Work, or on such date as is otherwise agreed by both parties in writing, per terms of this agreement. Termination may occur at any time, at the discretion of either District or Consultant upon 30 days written notice to the other.

3. **COMPENSATION.**

- a. Rate of Compensation. The compensation for the services hereunder shall be per the terms negotiated (Attachment 1, page 7).
- b. Payment Upon Early Termination. In the event of early termination of this Agreement for any reason, District shall no longer be obligated to make any

payments to Consultant. However, any payments due for services rendered prior to such termination, but not yet made in full, shall be due and payable within 30 days of the receipt of notice of termination by either of the parties.

- c. Reimbursement of Expenses. District shall reimburse Consultant after completion of services, as per the terms negotiated (Attachment 1, page 7).
4. **CONFIDENTIALITY**. During the term of this Agreement, the parties may provide each other with information about itself or a related entity, whether oral or written, that is confidential and proprietary. Each party agrees that it will not, directly or indirectly, at any time during the term of this Agreement or thereafter, divulge, furnish, make accessible, or permit the disclosure to any third party of any information divulged by the other party that is either marked as "confidential" or that the party should reasonably understand to be confidential and proprietary information belonging to the other party. Notwithstanding the foregoing, either party may disclose confidential information of the other party to employees with a need to know who have agreed to keep such information confidential. The obligation of confidentiality does not apply to any information that is or becomes generally known to the public or the trade and has become known without the commission of a tortuous act by the person disclosing the information.
5. **OWNERSHIP**. Consultant hereby transfers and assigns to District all right, title and interest (including copyright rights) in and to the materials Consultant prepares for District pursuant to this Agreement. Notwithstanding the foregoing, Consultant retains all rights to the methodology and other know-how used in creating such materials for District and has the right to use such methodology and other know-how in work for other clients.
6. **OTHER CONSULTING SERVICES**. District and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:
 - a. Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to Client pursuant to this Agreement; and,
 - b. Consultant shall observe in full the confidentiality requirements set forth in Section 4 of this Agreement while providing consulting work for other individuals or entities.
7. **INDEMNIFICATION**. Consultant will indemnify and hold District harmless from any liabilities, actions, damages, claims, demands, judgments, losses, attorney's fees and attachments arising from, or related to, any pending suit, threatened or contemplated action, suit or proceeding attributable to the

services rendered by Consultant to District under the terms of this Agreement.

8. **INDEPENDENT CONTRACTOR.** The relationship of the parties is strictly that of independent contracting parties, and nothing in this Agreement, or in the relationship contemplated by this Agreement, shall be deemed to engage the parties in an employment relationship, or to make either party an agent, joint venture, or partner -- of or for -- the other party.
9. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the parties. Either party may assign this Agreement as part of a corporate change of control of such party, upon written notice to the other party. Neither party may assign this Agreement for any other reason without the other party's prior written consent.
10. **DISPUTE RESOLUTION.**
 - a. Notice. In the event of any controversy or claim arising out of or in connection with the performance of the Agreement, the aggrieved party shall give to the other party written notice specifying with reasonable particularity the nature of the alleged controversy or claim.
 - b. Meeting. Within 10 business days after receipt of such notice, the parties hereto shall meet face-to-face, and in good faith endeavor to arrive at a mutually satisfactory resolution of such controversy or claim.
 - c. Arbitration. In the absence of a resolution, said controversy or claim shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
 - d. Location. Any such proceedings shall be held in Missoula, MT.
 - e. Costs. The arbitrator shall assess all expenses of arbitration, including arbitration fees, costs and reasonable attorney's fees, in favor of the party the arbitrator determines to be the prevailing party.
11. **SEVERABILITY.** Any provision of this Agreement that is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of the Agreement shall remain in full force and effect. Modification or severance of a provision in any jurisdiction shall not serve to modify, invalidate or render unenforceable such provision in any other jurisdiction.

12. **WAIVER OF OFFICERS AND DIRECTORS LIABILITY.** Neither party shall have recourse or right of action against any shareholder, officer, director or member, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.
13. **GOVERNING LAW.** This Agreement contains the entire agreement between the parties regarding the subject matter hereto and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties regarding such subject matter. This Agreement shall be governed by the laws of the State of Montana. This Agreement may be modified only by written agreement signed by both parties. Section headings are for convenience of reference only and shall not be considered in construing this Agreement.
14. **SURVIVAL.** The provisions of Sections 3b, 4, 5, 7, 10, 12, and 14 shall survive any expiration or termination of this Agreement.
15. **ASSISTANCE WITH GOVERNMENT INQUIRY.** In the event of a government inquiry, Consultant agrees to assist District in a timely and reasonable manner in responding to such inquiry or investigation and District agrees to compensate Consultant for any associated personnel costs and related expenses.
16. **NOTICES.** Any notice or other communications required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of District, to Corey Aldridge, General Manager, 1221 Shakespeare Street, Missoula, MT 59802, and, in the case of Vendor, to the Vendor's address as stated in its submission, or such other address as shall have been specified in writing by either party to the other.

IN WITNESS WHEREOF, this Agreement goes into effect as of the date first written above.

MISSOULA URBAN TRANSPORTATION DISTRICT

By: _____

Corey Aldridge

General Manager

Date: _____

TRANSIT LABS

By: _____

Dag Gogue

Founder and CEO

Date: _____

PROPOSAL FOR:

National Transit Database Service Form Data Management

TO:

Corey Aldridge
General Manager
Missoula Urban Transportation
District (Mountain Line)
NTD ID: 8009

1221 Shakespeare St.
Missoula, MT 59802
www.mountainline.com

FROM:

Aeon Nexus Corporation in
partnership with Transit Labs.



Aeon Nexus Corporation

174 Glen Street
Glens Falls, NY 12801
P: 518.338.1551
F: 866.252.1251

Transit Labs

1133 15th ST NW, FL 8 #12
Washington, DC 20005
P: 202.750.0827

GSA Schedule

#GS-35F-0238M

NYS Certified Minority Business Enterprise

SBA Small Disadvantage Business

T/EIN 541983534

Submitted: Thursday, October 6, 2016

TABLE OF CONTENTS

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4	About Transit Labs
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8	Customer Recommendation
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Corey Aldridge
General Manager
Mountain Line
1221 Shakespeare St.
Missoula, MT 59802

Thursday, October 6, 2016

Dear Corey,

It is with great pleasure that the Transit Labs team submits this proposal for maximizing Small Transit Intensive Cities (STIC) eligibility for Missoula, Montana.

Founded in 2012, Transit Labs is a growing technology company that brings together experts in transit data collection and cutting edge software development to provide accurate and cost-effective solutions for the mass transit industry. We provide powerful analytical tools to enable transit operators to enhance operations and make informed planning decisions. We have been recognized by Transportation Secretary Anthony Foxx at the DOT Innovation Challenge and were named a finalist in the Challenge Cup, an international competition focusing on promising tech startups.

At the heart of our service offerings is CARAVAN, a robust and highly innovative web-based software platform that provides a one-stop solution for transit data management in an easy-to-use interface, with data storage provided by our Microsoft partners on the Azure Government Cloud.

Using already-existing ridership, vehicle location, scheduling, demographic, and federal reporting data, CARAVAN paints the picture of transit agency performance by providing visual and intuitive reports on the state of transit operations and demand. The result is intelligence which helps transportation departments reduce congestion, increase reliability, and provide greater transportation access to millions of passengers. In addition to our subscription software solution, we also use CARAVAN internally to conduct all types of data analyses on behalf of our clients.

We are looking forward to working with you to maximize Mountain Line's eligibility for roughly \$384,000 in FTA STIC funds as the first engagement in what we hope will evolve into a long-term relationship.

Sincerely,



Dag Gogue
Founder and CEO, Transit Labs
dag@transitlabs.com

TRANSITLABS

Strengthening transportation networks. Pioneering smarter cities. Building stronger economies.

Transit Labs uses real-time transportation analytics to help agencies operate their systems more efficiently, get more funds, and report necessary information to governments. We enable operators, planners, and executive leadership to evaluate historical performance, make real-time decisions, and model future service and economic growth.

The Washington Post

Tired of inefficient public transit? Transit Labs uses software to better manage data. [Read »](#)

There's actually a wealth of data in this industry, but it's not being put to use in an effective manner in order to really address the nightmare. [Read »](#)

Transit Labs provides performance metrics, data visualization, and Federal reporting services on the Microsoft Azure Government Cloud. [Read »](#)



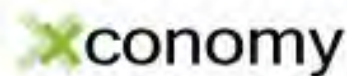
Enabling the Future of Cities: Transit Labs [»](#)

Technically

Fixing transit with data: Dag Gogue's Transit Labs [»](#)

TAP has compiled data on every single transit system in the country, from demographic information to travel logs and economic data, and can track over 100 performance measures. [Read »](#)

The role of technology is helping day-to-day operations, maintenance, and making sure we're able to maintain those changes. We know it's critical to have decisions based on data and not gut feelings or historical information. [Read »](#)



Can Data Visualization and Analytics Solve Detroit's Transit Woes? [»](#)

ABOUT AEON NEXUS CORPORATION

Aeon Nexus Corporation is a certified minority-owned, small disadvantaged business, experienced in providing public and private sector clients with superior software solutions. Our expertise in IT consulting and customer service has made Aeon Nexus a valuable asset to our clients in the commercial and federal sectors since 1997. Originally headquartered in Washington, D.C., Aeon Nexus Corporation relocated its headquarters to Glens Falls, NY, an approved Empire Zone location, in late 2009. With the revitalization of an 8,000 square foot facility, we are proud to call the Empire State our home.

As a premiere integrator of IT solutions, we pride ourselves on being able to solve our clients' most challenging problems, regardless of the specific platform. Having successfully delivered on assignments at all levels of government including International, Federal, State, and Local, we have the ability to scale and drive success for public sector clients of all sizes.

By combining our technical knowledge, consulting experience and partner network Aeon Nexus easily differentiates our solutions from competitors. Our team's best-in-class resources and leading customer service enables us to deliver above and beyond our customers' expectations for less.

PURPOSE OF ENGAGEMENT

Annual service form ridership data submitted to the National Transit Database (NTD) is used by the Federal Transit Administration (FTA) to determine the allocation of Section 5307 Small Transit Intensive Cities (STIC) funds. FTA evaluates six “factors” calculated with NTD data, where cities population 50,000-200,000 (such as Missoula) exceeding the average calculations for large cities earn additional funding dollars.

Upon evaluating FTA’s most recent STIC funding apportionments, Transit Labs projects that Mountain Line is within reach of earning at least one STIC factor immediately, and a second STIC factor within the next 1-3 years.

Based on the information we’ve read online and has been conveyed to us via phone regarding Mountain Line’s significant ridership increases since going fare-free, we believe the second STIC factor can be attained in the next fiscal year. If the factor cannot be attained immediately, we will provide a report with analysis and projections regarding potential combinations of service and ridership increases that would earn the additional factor as soon as possible.

Factors Targeted:

- 1) Immediate: **Vehicle Revenue Miles per Capita**
- 2) 1-3 Year Horizon: **Passenger Miles per Capita**

Transit Labs will work with FTA’s Office of Budget and Policy to obtain an extension for Mountain Line’s NTD report if needed, ensure that data accurately reflects all service provided by Mountain Line, work with other transit providers in the Missoula area to collect their data -- and report all of this data to maximize Mountain Line’s STIC eligibility.

TRANSIT LABS' COMMITMENTS

1. Work with FTA on Mountain Line's behalf to obtain an extension for reporting to NTD
2. Run Mountain Line's data through Transit Labs' proprietary models to ensure complete reporting of all service provided by Mountain Line
3. Fuse together different types of service data provided by Mountain Line (sample, GFI, APC) to generate the most accurate estimate possible of service supplied and consumed
4. Work with other transit providers in Missoula as needed to reach FTA benchmarks to earn these funds including university, vanpool, veterans, and medicaid transportation
5. Provide completed data for agencies to submit using NTD S-10 Service form

EXPECTATIONS FROM MOUNTAIN LINE

Compensation of \$45,000 up-front (or \$50,000 after completion of services).

Providing Transit Labs all service supply and service consumption data available to Mountain Line

Connecting Transit Labs' personnel to other transit providers in Missoula as needed.

Note:

This is a fixed-fee contract based upon services offered through the Aeon Nexus Corporation General Services Administration (GSA) IT Schedule 70 (GS-35F-0238M). This pricing assumes that Mountain Line has been given the authority to purchase services from the GSA Schedule via the Cooperative Purchasing clause. The GSA schedule provides government entities at all levels to leverage the purchasing power of the GSA without engaging in the Request for Proposals (RFP) process.

Invoicing and Payment

Invoices will be provided to Mountain Line upon receipt of a signed contract and will be payable Net 30 from the invoice date.

CUSTOMER RECOMMENDATION: STIC FUNDING ELIGIBILITY SERVICES



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

NAIPTA MEMORANDUM

TO: AEON NEXUS, TRANSIT LABS
FROM: ERIKA MAZZA, INTERIM GENERAL MANAGER
SUBJECT: NATIONAL TRANSIT DATABASE SERVICE FORM DATA MANAGEMENT
DATE: JANUARY 28, 2015

We are pleased to provide you with this recommendation on performance as related to our contract for National Transit Database Service Form (5-10) Data Management services. As of our conversation yesterday, we were able to utilize the data analysis completed by your team to submit our fiscal year 2014 service data submission.

We entered into a contract with your agency when we became alarmed that our FY2014 data and statistical sampling obtained to calculate our passenger miles was going to result in a loss of at least 2 'Small Transit Intensive Cities' funding measures, resulting in a loss of roughly \$384,000. Through our contract with your agency, we were able to submit our annual data for our bus system, ridership, hours, and miles, along with our statistical sampling data for same year for analysis. Your team was able to quickly review the data, analyze methodologies used, and develop a strategy for submitting the information that more accurately represented our system and ensure that we would not lose the STIC funding measures that were in jeopardy.

The timeline for completing this work was impressive with less than 7 business days between submission of information and receipt of final report and revised statistical sampling results.

We are pleased with both the results and response time of your team and look forward to our ongoing work to evaluate FY2015 data and resources to ensure that we are not overlooking reportable service data.



Setting you where you want to go

ADDENDUM:

STIC BACKGROUND



February 3, 2015

Getting more STIC Funding: Flagstaff, Arizona

For the last few months, we've been talking a lot about the Federal Transit Administration's (FTA) Small Transit Intensive Cities Program (STIC) – which rewards high levels of transit service in small cities. In November, we released a report identifying 50 cities that were within decimal points of qualifying for new or additional STIC funds. And we've started holding Congressional briefings on the topic to ensure the federal government has small city priorities top of mind.

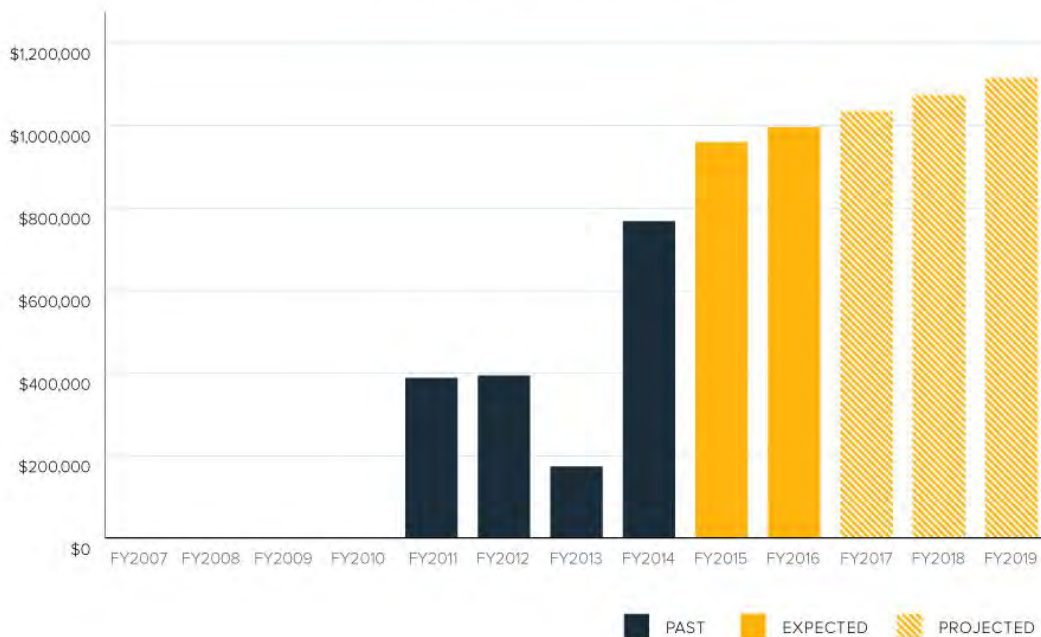
This month, we've been hard at work helping small cities on their quest to earn up to \$1.1 million to fix buses and buy new ones, hire more drivers, and provide cheaper and more convenient transportation options to the public.

Meet Flagstaff, Arizona. With only 100,000 rides 14 years ago, Flagstaff is a true example of a small transit intensive city, reporting over 1.8 million trips this year.

That growth has been fueled, in part, by over \$1.5 million in STIC funding awarded to Flagstaff's Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) over the program's 8 year life. Now, with

the help of Transit Labs, Flagstaff expects to earn almost \$2 million in funding over fiscal years 2015 and 2016 alone, and over \$1 million each year thereafter.

FLAGSTAFF STIC EARNINGS



TRANSITLABS Strengthening transportation networks. Pioneering smarter cities. Building stronger economies.

STIC funding is earned if large-city averages for 6 FTA thresholds are exceeded:

1 PMT / VRM

PASSENGER MILES TRAVELED
per VEHICLE REVENUE MILE

2 PMT / VRH

PASSENGER MILES TRAVELED
per VEHICLE REVENUE HOUR

3 VRM / Cap

VEHICLE REVENUE MILES
per CAPITA

4 VRH / Cap

VEHICLE REVENUE HOURS
per CAPITA

5 PMT / Cap

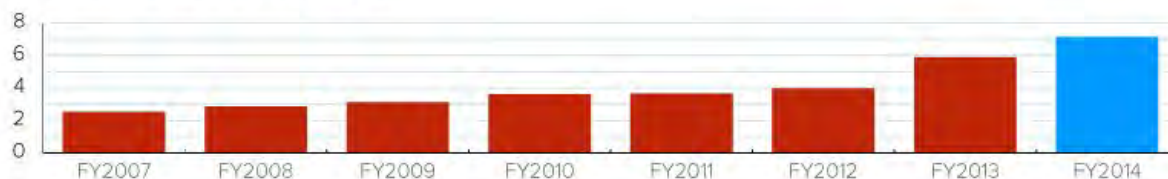
PASSENGER MILES TRAVELED
per CAPITA

6 PAX / Cap

UNLINKED PASSENGER TRIPS
per CAPITA

As these graphs clearly show, Flagstaff has consistently worked its way up to the FTA thresholds over the last 8 years, earning 3 STIC factors for the first time in Fiscal Year 2011, and earning an additional fourth STIC factor in 2014.

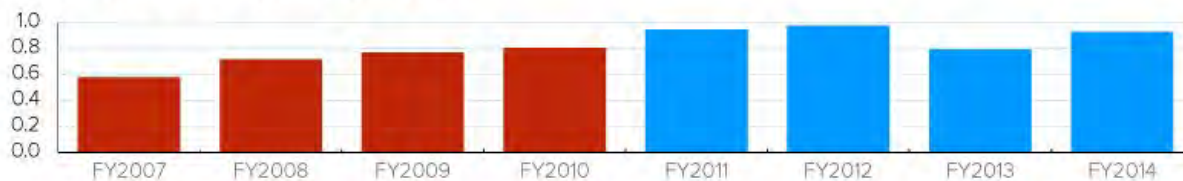
PMT/VRM FACTOR



VRM/CAPITA FACTOR



VRH/CAPITA FACTOR



UPT/CAPITA FACTOR



NAIPTA's growth and STIC eligibility have been on a consistent positive trajectory, largely because of the agency's diligence in constantly tracking and re-assessing the needs of the community they serve. This has resulted in a constant and efficient growth in service consumed as well as an increase in their STIC eligibility. Looking to FY2017, we are working with NAIPTA to coordinate data collection, calibration, and reporting to the National Transit Database (NTD) for university and vanpool services in the Flagstaff area that will help NAIPTA continue to earn more funding.

Cities and transit agencies across the country can better position themselves to qualify for STIC funds by retrieving unreported data, correcting inaccuracies in their collected data, and ensuring that all transit providers in their city report and contribute to the city's overall KPIs used to determine STIC apportionments.

KEY TAKEAWAYS FROM OUR REPORT

124 cities qualified for STIC in FY2014.



**AT RISK
OF LOSING
\$192,016+**
13/124



**MISSING FUNDING
(\$192,016–\$576,048)**
35/124

5!



Five cities are decimal
points away from
qualifying for STIC funding
for the first time!



From the report: FUNDING OPPORTUNITIES THROUGH FEDERAL TRANSIT
ADMINISTRATION'S (FTA) SMALL TRANSIT INTENSIVE CITIES (STIC)
APPORTIONMENT FORMULAS

TRANSITLABS Strengthening transportation networks. Pioneering smarter cities. Building stronger economies.



February 2, 2015

Transit Labs Hosts Congressional Roundtable on Small City Transit Funding

Transit in small cities is playing a bigger role than ever in connecting people to jobs, schools, and local communities. In Q3 of 2014, public transportation provided over 2.7 billion trips — the highest since 1974. Small cities like Wenatchee, WA (with a population of 31,925) are being recognized for record-breaking ridership alongside transit-intensive metropolises like Oakland, Denver, and New York City.

With the recent exponential growth of large cities, small localities have been clamoring for a seat at the table both at the Federal and State levels. In an effort to help address the public transportation needs of smaller cities, Congress developed the Small Transit Intensive Cities (STIC) program to provide additional federal dollars for cities with high transit service consumption levels.

In August of last year, eighteen members of Congress led by Sam Farr (D-CA) and Steven Palazzo (R-MS) co-authored a bipartisan letter to the House Transportation and Infrastructure Committee requesting that the funding for STIC apportionments be increased from 1.5% to 3% of the Urbanized Area (5307) formula fund.

Right before the holidays, we organized a roundtable on this very topic: STIC funding for cities with awesome transit, where Congressional staff learned how to help their cities qualify for more of these funds.

Microsoft's Policy and Innovation Center was gracious enough to host us along with policymakers, representatives from STIC cities, and transportation advocates to discuss the program.



FROM LEFT TO RIGHT: Katie Troller from the office of Rep. Walden (R-OR), Emily Burns from the office of Rep. Garamendi (D-CA), Dag Gogue of Transit Labs, Nicole DuPois of the National League of Cities, and Drew Hollar of Transit Labs discuss FTA's Small Transit Intensive Cities funding program.

The Federal Transit Administration (FTA) implemented the STIC program in 2005 (read more here). By rewarding transportation performance, Congress is using data to spend money where it makes sense. **Small**

cities can now earn up to \$1.1 million to fix buses and buy new ones, hire more drivers, and provide cheaper and more convenient transportation options to the public.

Panelists discussed some of the cities earning the most STIC funds by serving large elderly, military, and university populations.



Non-emergency Medical Transport. Medicaid is the largest of the 80 federal programs providing transportation services, spending \$2-3 billion each year. This is a crucial service to ensure that the elderly have access to medical care. States independently implement their programs, including transportation, as long as they follow the federal framework. Coordination with local transit agencies has been a discussion point since the '90s for budgetary and customer experience efficiency. Medicaid Transport service data can contribute to cities and earn them more funds.

Military. Serving 3 of California's military bases, Monterey-Salinas Transit (MST) has earned over \$6,000,000 in STIC funds. Creating several express routes for military men and women, MST has allowed the area to enjoy the benefits of a military base without the traffic congestion.

"MST now has 13 new routes connecting military personnel and the general public to work, school, and shopping destinations with ridership growing to more than 530,000 annual boardings," said Carl Sedoryk, CEO of Monterey-Salinas Transit.

Universities. Athens, Georgia, home to the University of Georgia (UGA), has had transit for college students dating back to the late 1960s. In 2009, Athens Transit CEO Butch McDuffie teamed up with UGA to report their service data to the FTA. In the four years since, Athens has earned over \$1,600,000 in STIC funds and ranks fourth nationally in trips/person behind only New York City, San Francisco, and Washington, DC.

As the debate over transportation funding heats up in the coming months, it is important that all leaders across transit whether big or small, plays their part in communicating the impact the transit has on the entire nation. Making sure that the public has a truly comprehensive picture of service consumption would be a great starting point to inform our nation's infrastructure investment decisions.

Thanks to everyone who attended the roundtable briefing. Special thanks to Scott Bogren of Community Transportation Association of America for sharing his expertise on the STIC program and insights into the efforts to expand it. And of course, a big thank you to our good friends at Microsoft for providing the venue.



November 6, 2014

Transit Labs Funding Analysis Identifies \$10M in Opportunities for 50 Small Cities

We've just completed a transit funding analysis of small cities with high transit service utilization through the Small Transit Intensive Cities (STIC) program, mandated by Congress and implemented by the FTA. We found that in many cases, cities are missing the factors FTA has established to determine the apportionment breakdown of STIC funds — sometimes by mere decimal points.

These missed opportunities mean at minimum \$192,016 missed in federal funding — and in some cases, much more. We also found many small cities to be at risk of losing funds that they have been earning as their eligibility criteria barely exceeded FTA benchmarks.

HOW WE GOT HERE

At Transit Labs, we're passionate about transportation — and we're all about data, especially about making sure it's collected correctly and that it's useful. Our mission is to provide actionable data enabling transit systems to proactively improve service, qualify for more funds, and ultimately be rewarded for performance.

In October, as part of our 6 month nationwide pilot, we normalized 10 years of National Transit Database (NTD) funding apportionment data on Microsoft's Azure Government Cloud (currently in Preview) in order to better understand how transportation funding is allocated, and what cities and transit agencies can do to align themselves with federal planning objectives to earn more funds.

WHAT'S NEXT

Cities and transit agencies can better position themselves to qualify for these funds by retrieving unreported data, correcting inaccuracies in their collected data, and ensuring that all transit providers in their city report and contribute to the city's overall KPIs used to determine STIC apportionments.



November 3, 2014

FantaSTIC! The Rise of Small Transit Intensive Cities

Transit ridership in the United States has increased by 15% since 2004 — double the population growth rate — according to the American Public Transportation Association (APTA). Through the increased use of performance data, Congress is rewarding small cities that are leading the pack through a funding formula administered by the Federal Transit Administration (FTA).

Until 2005, federal funding for small cities relied solely on population data from the U.S. Census. The Small Transit Intensive Cities (STIC) program introduced the use of service and ridership data collected by the FTA's National Transit Database (NTD) to reward high levels of transit investment and utilization. Last year, 124 cities made the cut, and were awarded a total of \$64,517,448 through the program.

THE HISTORY OF FUNDING FOR SMALL TRANSIT INTENSIVE CITIES

In 1998, the TEA-21 transportation law necessitated a study by the FTA to explore the varied ridership trends of small transit systems. In 2000, the FTA published The Urbanized Area Formula Program and the Needs of Small Transit Intensive Cities. This study identified 77 small UZAs that would qualify as having high ridership in comparison to the transit systems of larger UZAs.

These results were translated into a new approach to transit funding for small UZAs, thanks to Rep. Sam Farr (D-CA), staffers such as Joyce Rose (Rep. John Mica R-FL) and Debbie Merrill (Rep. Farr), efforts by FTA staff such as Rich Steinman, and many small city transit advocates. The Small Transit Intensive Cities Program was developed through these efforts as an element of the federal surface transportation spending bill that was signed into law in 2005 entitled “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” (SAFETEA-LU).

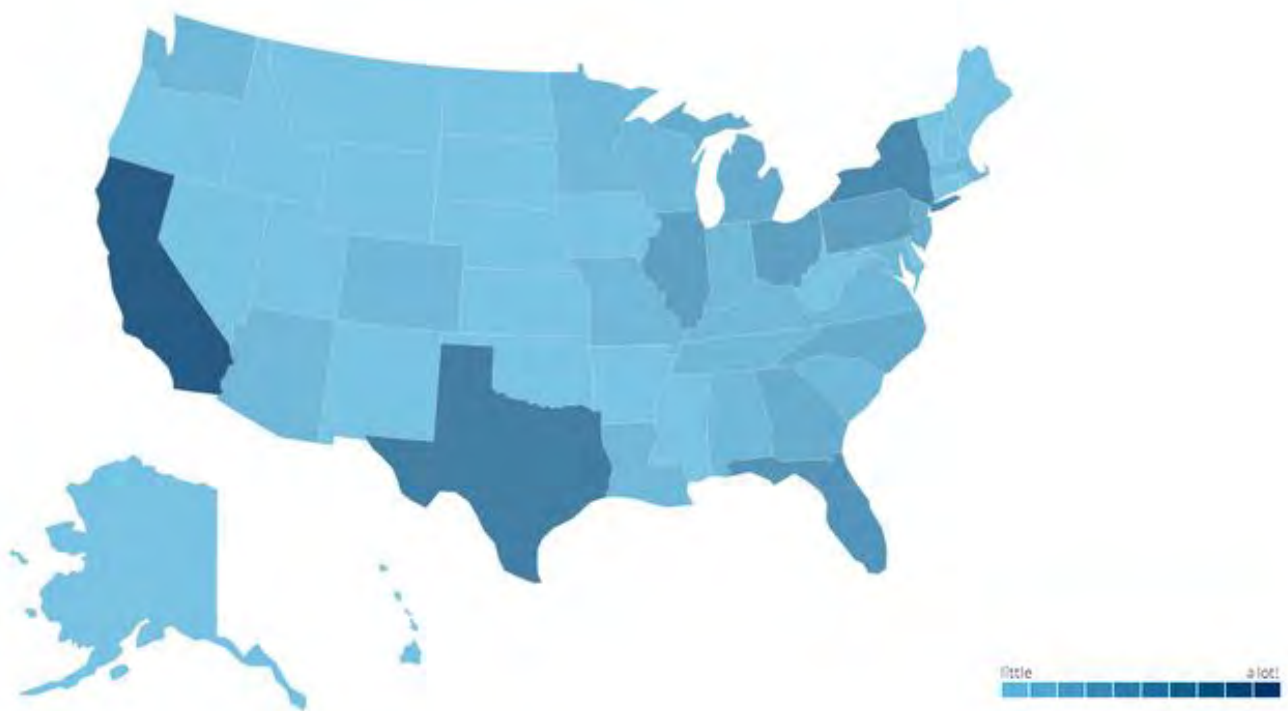
The STIC program allocated 1% of funds from the FTA’s \$4.3 billion Urban Area 5307 Formula Program to incentivize greater transit service and ridership in smaller UZAs. The 5307 program requires UZAs to report service details and operating expenses to the NTD in order to receive funds and support for operations and planning.

To qualify for STIC funds, cities are evaluated on six factors:

1	PMT/VRM	PASSENGER MILES TRAVELED PER VEHICLE REVENUE MILE
2	PMT/VRH	PASSENGER MILES TRAVELED PER VEHICLE REVENUE HOUR
3	VRM/Cap	VEHICLE REVENUE MILES PER CAPITA
4	VRH/Cap	VEHICLE REVENUE HOURS PER CAPITA
5	PMT/Cap	PASSENGER MILES TRAVELED PER CAPITA
6	PAX/Cap	UNLINKED PASSENGER TRIPS PER CAPITA

Small cities earn supplementary 5307 funds if their service data reflects a level of operation and passenger utilization comparable to transit systems of large UZAs with populations ranging from 200,000-999,999. The

program quickly proved to be a success without increasing transportation spending at the federal level; however, as participation grew, individual apportionments were reduced. Congressional leaders, through MAP-21, increased the funding level for STIC from 1% (\$152,636) of 5307 funds to 1.5% (\$192,016 per factor) beginning in FY2013. With 39% of small UZAs qualifying (124 systems out of 319), STIC has provided discretionary funds that reward performance. Since the program started, 165 communities have qualified at least once.



The heat map above visualizes the national distribution of the \$64,517,448 in FY14 STIC funds across the nation.

WALK TALL AND CARRY A BIG STIC

In August of this year, eighteen members of Congress co-authored a bipartisan letter to the House Transportation and Infrastructure Committee requesting that the funding for STIC apportionments be increased from 1.5% to 3% — doubling the funds available for small cities to \$129,034,896.

Congressional leaders spearheading the coalition include:

Sam Farr (D-CA)	Steven M. Palazzo (R-MS)	Rob Bishop (R-UT)
Ann Kirkpatrick (D-AZ)	Juan Vargas (D-CA)	David McKinley (R-WV)
Glenn Thompson (R-PA)	Denny Heck (D-WA)	Anna Eshoo (D-CT)
Peter Welch (D-VT)	Shelley Moore Capito (R-WV)	David Loebsack (D-IA)
John Garamendi (D-CA)	Jerry McNerney (D-CA)	Paul Gosar (R-AZ)
Pedro Pierluisi (D-PR)	Lois Capps (D-CA)	Tom Marino (R-PA)

This increase would further support small cities that go above and beyond to serve their riders, while embracing the integrity and incentive structure of performance-based management.

THAT WOULD BE FANTASTIC!



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: December 15, 2016

Subject: Operations Manager Employment Contract

Attachments

1. Employment Contract

Recommendation: Approve reclassifying the Operations Manager to a regular salaried MUTD employee.

Discussion: The current Operations Manager contract will expire on January 6, 2017. It is proposed to have position of Operations Manager take on the terms of regular employment at the executive level, similar to the Finance & Administrative Manager position. MUTD will continue to pay for health care insurance premiums. The annual wage increase will now be the same as all non-represented employees.

**Missoula Urban Transportation District
Operations Manager Personal Services Contract**

THIS AGREEMENT is entered into by and between Missoula Urban Transportation District hereinafter referred to as "Transportation District" and Jeffrey F. Logan hereinafter referred to as the "Operations Manager" under the terms and provisions set forth below:

The Transportation District is a public body organized under statutes of the State of Montana as found under Title 7 of the Montana Code for the purpose of operating and maintaining the Mountain Line Transit System in Missoula County. Powers of the Transportation District are vested in a board of directors, known hereafter as the "Board."

The Operations Manager has specialized training, education and skills in the area of transit operations, including bus maintenance, bus operator management, public relations, budgeting, and human resource administration. The Operations Manager is to assist with the planning and lead the implementation of operational systems, procedures and policies and objectives based on Board policy and to act as an advocate and resource for public transit.

NOW, THEREFORE, for and in consideration of mutual benefits to be derived by the parties, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Statement of Duties

The Transportation District agrees to employ Jeffrey L. Logan as Operations Manager to perform the functions and duties of the Missoula Urban Transportation District Operations Manager. The duties of such position are listed generally in attached Exhibit "A" to this Agreement but not intended to be all inclusive and may be modified from time to time by the General Manager. The Operations Manager agrees to serve in that capacity for the Transportation District on the terms and provisions set forth in this Agreement.

The Operations Manager shall be responsible for the day-to-day operations of the Transportation District as well as other duties and projects as may be assigned by the General Manager.

It is agreed by both parties that the Operations Manager is a professional hired to perform the duties specified and such other duties as are consistent with the job status and that performance of those duties will at times require absence from the office, attendance at night meetings and work in excess of 40 hours per week. To that end, the Operations Manager is free to organize his work schedule in such a fashion as to accommodate his workload and shall normally be present during the District's business hours. The Operations Manager shall be entitled to take time off, without loss of compensation, to offset hours worked in excess of a 40-hour week.

The Operations Manager shall devote his full time attention, knowledge and skills solely and exclusively to the task of Operations Manager of the Transportation District and shall perform all duties in a professional, ethical and business-like manner.

The Operations Manager shall not, during the term of this Agreement, directly or indirectly engage in any other business, either as a an employee, employer, consultant, principal, officer, director, advisor or in any other capacity with or without compensation that would be in conflict with the Operations Manager's duties upon the Transportation District's behalf.

2. Term

This agreement shall commence as of January 6, 2014, and be effective until January 6, 2017 unless terminated sooner pursuant to this Agreement. The parties may, by written mutual agreement, extend or renew the term of this Agreement and any decision by either party to affirmatively terminate this Agreement, shall give the other party at least sixty (60) days written notice prior to the termination date.

3. Compensation and Benefits

The Transportation District agrees to provide the General Manager with the following compensation and benefits:

- a. Salary. See attachment "B" to this Agreement including terms and conditions of such salary.
- b. Merit/Performance Adjustments. The Transportation District may pay the Operations Manager merit and/or performance adjustments in accordance with Missoula Urban Transportation District (MUTD) Policies and Procedures.
- c. Benefits. The Transportation District agrees to provide the Operations Manager with those benefits accorded other full-time Transportation District administrative employees, including company seniority. The terms of which are stated in the MUTD Administrative Work Rules and the MUTD Policies and Procedures Manual. Seniority and benefits will be based on total time regardless of rank or position that the Operations Manager is employed by the Transportation District. Those benefits include health insurance, pension, vacation, holiday and sick leave. Subject to annual review, the Transportation District will pay both the employer and employee health care premium contributions for the Operations Manager and his spouse.
- d. Expense Reimbursement. The Transportation District shall reimburse the Operations Manager for all reasonable and necessary expenses that he may incur relative to his services as Operations Manager pursuant to the Transportation District policy.

4. Performance Evaluations

The General Manager shall be responsible for reviewing and evaluating the performance of the Operations Manager on a periodic basis not to exceed twelve (12) months. Such evaluation shall be based upon the criteria and duties as set forth in attachment "A" and shall be completed in accordance with the criteria and procedures established between the General Manager and the Operations Manager in advance.

5. Termination of Employment and Severance Pay

The Operations Manager shall serve a six-month probationary period from the date of this Agreement. Such probationary period shall constitute a trial period during which the Transportation District judges the ability, competency, fitness, behavior and other qualifications of Operations Manager. During such period, Transportation District may terminate this Agreement at any time without the necessity of showing of cause.

After the six-month probationary period, this Agreement may be terminated by the Transportation District with a minimum of one month's notice with pay and three (3) months severance pay, at base salary (i.e., no benefits, no retirement), in the event the Transportation District determines to no longer continue the employment of Operations Manager. Such severance pay will only be used to compensate the Operations Manager for such time that he is not gainfully employed in a responsible position with comparable compensation. No severance pay will be provided if Operations Manager commits a criminal act or uses his MUTD position for illegal or improper gain.

The Operations Manager, at his election, and without good cause, may at any time terminate the employment relationship by giving the Transportation District sixty (60) days written notice. Notice shall be delivered either personally to the General Manager or submit it in writing through the United States mail, certified mail return receipt requested and directed to the Transportation District's business address. Upon the expiration of the sixty (60) day notice period, the employment relationship shall be terminated and all further rights, duties and obligations of either party to this Agreement shall cease.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and contains all the agreements between them with respect to the subject matter hereof. This Agreement supersedes any and all other contracts or agreement either written or oral as discussed or negotiated between the parties.

7. Modification of Terms

The terms and provisions of this Agreement shall not be modified or amended except by written agreement signed by both parties.

8. Severability

The invalidity or unenforceability or any particular provision of this Agreement shall be construed as if such invalid or unenforceable provision has been omitted.

9. Binding Effect

This Agreement shall be binding upon the parties hereto and in the case of the Transportation District, any successor in interest.

10. Venue and Applicable Law

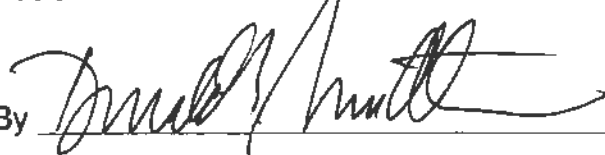
This Agreement is being entered into in the County of Missoula, State of Montana, and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Montana.

11. Attorney's Fees

In any action brought by any party to enforce the terms and provisions of this Agreement and their rights and obligations hereunder, the prevailing party shall be entitled to recover, in addition to any other sums, damages or entitlements, the party's costs, including court costs and reasonable attorney's fees.

DATED this 6th day January, ~~2013~~ 2014 *9/27*

MISSOULA URBAN TRANSPORTATION DISTRICT

By 

Donald T. MacArthur, MUTD Board Chair

OPERATIONS MANAGER

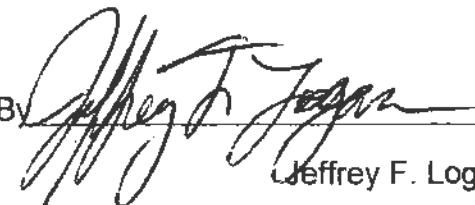
By 
Jeffrey F. Logan

Exhibit A

JOB TITLE: Operations Manager

Position Function: Under the supervision of the General Manager, the person in this position oversees the Operations Department and manages the day-to-day operations of the Mountain Line bus system so that transit services are delivered in a consistent and reliable manner.

JOB DUTIES AND RESPONSIBILITIES:

Public Relations:

- Projects a positive image of Mountain Line to the public, using effective public relations skills.
- Exhibits friendliness toward and consideration of Mountain Line employees, passengers, and the general public.
- Serves as an informational resource concerning the Mountain Line system and the Missoula area.
- Possesses an awareness of and ability to effectively work with diversity among people, including disabilities among passengers.
- Represents Mountain Line in a variety of situations, ranging from communication with unhappy customers to presentations to groups about the bus system.
- Demonstrates enthusiasm for her/his work.

Management:

- Participates as an active member of the management team.
- Participates in budget preparations and monitoring of expenditures, including overtime. Assists Business Manager in preparing cost analyses of services.
- Reviews and recommends revisions of MUTD policies and/or manuals. Assists in the development of policies and procedures, as needed.
- Monitors MUTD systems to ensure maximum efficiency and to minimize waste; generates ideas for improvement and innovation.
- Alerts General Manager and others as appropriate, to areas of concern.
- Assists with effective handling of difficult situations regarding personnel relations.
- Helps ensure all OSHA, FTA, and MUTD regulations and policies are upheld and are readily available to staff.
- Attends meetings of the MUTD Board of Directors and its committees as needed.
- Represents MUTD in the community. Attends meetings in place of or in coordination with, the General Manager.

Operations and Maintenance Department:

- Acts as the immediate manager for the Senior Service Supervisor, Service Supervisors and Operations Support. Manages system used to schedule and assign work for Senior Service Supervisor, Service Supervisors and Operations Support. Acts as the supervisor for the Maintenance Department in the absence of the Maintenance Supervisor.
- Manages and monitors daily operations for MUTD.
- Develops and oversees implementation of effective training programs in the Operations Department, including thorough documentation.
- Ensures timely and consistent performance appraisals are conducted in the Operations Department.
- Conducts weekly Operations Department meetings.
- Assists Maintenance Supervisor in complying with Federal, State, and Local regulations concerning underground storage, facility upkeep, and environmental protection.
- Acts as General Manager's designee in approval of second-in ask-offs and ask-offs without pay.
- Intervenes in difficult situations regarding operator/supervisor relations.
- Represents MUTD as the department head in resolving grievances as per Step 1 of the Collective Bargaining Agreement.
- Manages all Operations Department records as necessary.
- Ensures the safety and security of bus operations including developing training for department safety and security.
- Assigns vehicles and personnel and schedules operators when needed. Coordinates bus scheduling with the Maintenance Department. Monitors operations; adjusts routes and schedules as needed, including in unusual circumstances.
- Provides on-street supervision as needed.
- Assumes Comparable Paratransit Scheduler duties as needed, including supervision of drivers and scheduling of passengers.

Personnel:

- Acts as a positive role model through hard work, fairness, flexibility, and commitment to communication. Demonstrates energy and enthusiasm for her/his work.
 - Participates in the hiring of operators.
 - Oversees orientation and training of new operators; conducts training of all operators.
 - Participates in developing safety programs.
-
- The person in this position performs other job-related duties as assigned,

KNOWLEDGE, SKILLS, AND ABILITIES:

- Bachelor's degree in Business Administration, Accounting, or related field, and three years experience in planning or operations and management-related functions, or an equivalent combination of education and experience.
- Ability to interpret and administer operating and capital budgets.
- Extensive skill in the operation and use of personal computers, hardware, and related software programs.
- Knowledge of applicable laws and regulations affecting public transit and an understanding of the social and political complexities of public transportation systems.
- Ability to learn and administer all pertinent Federal, State, and local laws, codes, and regulations including administrative and departmental policies and procedures.
- Ability to understand and interpret public policy and apply it to MUTD's needs.
- Knowledge of management and supervisory practices and techniques including:
 - Ability to effectively supervise employees.
 - Excellent problem solving skills including ability to understand and effectively work with complex situations and to respond appropriately to crisis situations.
 - Excellent organizational and time management skills used to effectively manage multiple tasks simultaneously.
 - Ability to maintain confidential information.
- Excellent oral and written communication skills including demonstrated ability to communicate directly and effectively with a variety of individuals including peers, supervisors, those one supervises, and customers.
- Excellent interpersonal skills including demonstrated ability to work cooperatively and effectively with other staff, representatives from other agencies, and professionals in the community.
- Treat all people with dignity and a respectful attitude.
- Accept, act upon, and offer constructive criticism.
- Experience and skill in the operation of public transit vehicles.
- Must be 21 years of age or older at time of hire.
- Prior to hire, must have 36 months free of moving traffic violation convictions or preventable accidents.
- Prior to hire, must have ten years without a revoked or suspended driver's license.
- Possession of, or ability to obtain prior to hire, a Class B, Type II Montana Commercial Driver's License with passenger endorsement and no air brakes restriction.
- Must be medically qualified as stated in the Federal Motor Carrier Regulations, Sections 391.41, 391.43, and 391.45.
- Ability to respond quickly and effectively in crisis situations and other quickly developing situations.
- Excellent conflict resolution skills, including willingness to take responsibility for own part in communication breakdowns.
- Demonstrate good work habits, including attitude, attendance and punctuality.
- Must be able to work flexible hours on short notice when needed.
- Applicants must pass controlled substance use tests as per 49 CFR Part 655.

WORKING CONDITIONS:

Work is typically performed in both an indoor and outdoor environment. The person in this position must be able to perform the essential functions of the position, with or without reasonable accommodation(s). The Operations Supervisor must be able to operate vehicles necessary to perform duties related to employee training and to picking up and delivering passengers to the appropriate destination. Performance of these and other duties requires the ability to sit for long periods of time; to stand, walk, bend, kneel, crouch, stoop, squat, crawl, twist, climb, push, and pull; and to move equipment or supplies weighing 50 pounds on a regular basis. The nature of work requires exposure to cold, heat, noise, odors, outdoors, vibration, and possible mechanical hazards. The person in the position must be able to communicate effectively, both orally and in writing.

Physical and mental fitness to perform the required job functions is determined by passing a required United States Department of Transportation (DOT) physical. In compliance with DOT regulations, no accommodations can be provided to individuals not passing this federally required physical.

PERSONAL CONTACTS:

- Reports directly to the General Manager.
- Works closely with the Business Manager and Maintenance Supervisor.
- Participates as a member of the Administrative Management Team.
- Directly supervises all Operations Department Supervisors
- Daily contact with bus operators, maintenance staff, managers, administrative staff, customers and the general public.
- Occasional contact with board members, law enforcement personnel.

Exhibit B
Terms and Conditions of Salary

Annual Salary

The duration of this agreement shall be January 6, 2013 to January 6, 2017.

1. The annual salary effective January 6, 2014 is hereby set at \$75,000. Should the Operations Manager be promoted to Assistant General Manager— Operations said salary will be increased an additional \$5,000.
2. The annual salary effective January 7, 2015 is to increase 3% each year.
3. The Operations Manager will receive up to \$7,500 toward moving expenses incurred while moving family to Montana.
4. Operations Manager will receive up to \$1,800 toward health care premium costs during the first 90 days of Agreement. This benefit is designed to offset health care premium costs of Operations Manager associated with the 90 waiting period to be covered by the Transportation Districts health care plan.

These salary amounts remain in effect unless otherwise adjusted by the MUTD Board of Directors.

General Manager's Report will be emailed separately prior to the meeting.