MEMORANDUM OF UNDERSTANDING BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION FOR

GRAND VALLEY TRANSIT BUS REPAIR AND MAINTENANCE SERVICES

I. <u>Purpose/Objective</u>

The purpose of this Memorandum of Understanding (MOU) is to allow the City of Grand Junction (City) to provide repair and maintenance services for Grand Valley Transit buses which are owned by Mesa County (County). The City of Grand Junction currently maintains appropriate facilities and sufficient personnel to perform the necessary repair and maintenance and agrees to extend this service to Mesa County under the terms and conditions specified in this MOU.

II. Scope of Work

A. Responsibilities of the City shall be as follows:

- City Maintenance Responsibilities: City shall be responsible for routine maintenance and repair of the buses and related equipment (4-Post Lifts, etc) covered under the terms of this MOU.
- 2. City Repair Responsibilities: Modifications and repairs shall be scheduled and performed on a priority basis by the City or its chosen service provider. Repairs and modifications will be charged at the hourly shop rate established herein, in addition to any other applicable charges authorized in this MOU. The City will ensure compliance with the Preventative Maintenance schedule as required by the Federal Transit Administration (FTA) and as reflected in the Grand Valley Transit Maintenance Policies and Procedures (Exhibit A).
- Work performed by Outside Service Providers: The City will provide notice to the County prior to work being performed by other service providers.
- 4. Maintenance and Repair Limitations: The City agrees to attempt to complete all maintenance and repair requests within the time the County requests or has scheduled with the City. The County is aware that there may be times when the City cannot meet the desired timeline. The City will make every attempt to maintain or repair all buses as scheduled.
- 5. **Equipment covered:** The equipment the City agrees to maintain for the County is set forth in the chart outlined in Exhibit "B" attached hereto. The City Fleet Supervisor and the County Fleet Supervisor are authorized to amend the covered equipment as necessary, so long as

both parties agree to the changes and attach to this MOU an updated copy of the equipment covered.

- 6. **Hours of Work:** The City's Fleet Service's normal working hours are from 7:30a.m. to 12:00a.m. midnight, Monday through Friday except holidays.
- 7. Documentation and Safety Concerns: The City shall supply to the County all records of work performed on a monthly basis. If the County does not authorize additional repairs that the City recommends, the City shall state so on the repair documentation. Items discovered that are safety concerns shall be documented (as above) and notification provided to the County. If the level of safety concern meets the criteria as determined by the City and the County, the City may make a recommendation directly to the County's Fleet Supervisor and the City will seek direction to proceed with the recommended repair(s) or maintenance. The City makes no representation that it will discover any safety issue or defect, actual or potential.
- 8. **Pick-up and Delivery of buses**: This may be a joint effort between the City and the County. The County is the party ultimately responsible for pick-up and delivery. The County remains responsible for any costs associated with pick-up and delivery.
- 9. Drug and Alcohol Program: The City will establish a drug and alcohol program that will be in compliance with the Federal Transit Administration (FTA) requirements and regulations.
- 10. **Site Improvements:** The City shall facilitate any improvements and/or repairs needed for the storage and maintenance of the GVT bus site.

B. Responsibilities of Mesa County shall be as follows:

1. Notification of Repair and/or Maintenance: The County agrees to notify the City via the City's designated email address, timba@gjcity.org, when a GVT bus is in need of repair and/or maintenance. The City agrees that it is their intent to maintain the buses to the required standards for the inspection and maintenance and hereby agrees to participate in the County's preventative maintenance program as outlined in attached Exhibit "A". If the County determines the buses are not being maintained to this standard, the County may notify the City Fleet Supervisor.

- Authorized Representative: The County agrees to provide the name and telephone number of a County authorized representative who can, in a timely manner, provide any necessary direction to the City to approve additional repairs, if the City determines such repairs are recommended and required.
- 3. **Response to Safety Concerns:** If the County notifies the City the level of safety concern meets the criteria as determined by the County, the City Fleet Supervisor is responsible for a timely response to the County's recommendation.
- 4. Pick-up and Delivery of Buses: The County and the City shall coordinate all pick-up and delivery of the buses with the County as the party ultimately responsible for the pick-up and delivery. The County is responsible for any costs associated with pick-up and delivery.

III. <u>Payment (or Funding/Costs/etc.)</u>

- A. Service and repair charges for the GVT buses will be on an hourly basis rounded to the nearest 15 minutes. The 2015 shop rate for service is \$51.00 per hour which is inclusive of documentation and reporting of all maintenance work and service work. The shop rate will be reviewed by the County staff in January of each year and the City Fleet Supervisor may authorize an increase under this MOU of up to ten percent (10%) so long as the County receives notification of the increase at least 30 days prior to implementation of the new labor rate. In addition, the City agrees to cover all costs for all services and parts provided by the City and any costs associated with fluids.
- **B.** Expenses outlined herein shall be paid by the City in the manner set forth below:
 - 1. Costs of any parts will be directly billed and paid for by the City: markup for parts will be 30%.
 - 2. Service that the City does not provide but that the City authorizes another entity to provide will be directly billed and paid for by the City.
 - 3. All labor services provided by the City and cost of parts will be billed and paid by the City; there will be a \$5.00 charge per repair ticket.
 - Fluids used and replaced will be billed at normal rates paid by the City as well as fluid accountability requirements and any required disposal charges incurred by the City.
 - 5. Pick-up and delivery charges will be directly paid by the County to the entity providing such services. For example, if towing is required, the County will pay the towing company directly.

IV. <u>Amendments/Term Extensions</u>

Either party to this MOU may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both parties prior to implementation, except labor costs which can be increased by the City as provided in this MOU. Certain updates are expressly authorized to be made by the City and the County Fleet Supervisors under this MOU and, when so authorized, must be make in writing and attached hereto.

Any other amendments to this MOU shall be made in writing and shall be presented to each party's government authority for approval prior to implementation.

V. <u>Indemnification</u>

The City of Grand Junction and Mesa County each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this MOU.

VI. <u>Warranty</u>

The City of Grand Junction gives no express or implied warranty for the services provided under this MOU.

VII. Duration of MOU

This MOU shall be effective until 12/31/16 unless otherwise terminated or extended in the manner described under the pertinent sections of this MOU.

VIII. <u>Termination of MOU</u>

Should either party chose to terminate this MOU, the party desiring to terminate the MOU must provide one year advance written notice to the other party, unless otherwise set forth in this MOU.

IX. Joint Board/No Separate Legal entity Created/Property

No joint board and no separate legal entity are created under this MOU. Each party shall maintain ownership of its own property.

X. Entire MOU

This MOU along with the Exhibits incorporated by reference sets forth all terms and a condition agreed upon by the County and the City, and supersedes any and all MOUs oral or otherwise with respect to the subject matter addressed herein.

XI. Dispute Resolution

In the event of a dispute between the parties arising by reason of this MOU, or any obligation hereunder, the dispute shall first be referred to a representative by parties to have oversight over the administration of this MOU. Said representatives shall meet within fourteen (14) calendar days of either party's request for a meeting and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

XII. Effective Date

This MOU shall take effect on the date of the last authorizing signature affixed hereto.

Mesa County

Tom Fisher, County Administrator

Date: 10/13/14

City of Grand Junction Rich Englemant, City Manager

EXHIBIT "A" GRAND VALLEY TRANSIT MAINTENANCE POLICIES AND PROCEDURES

EXHIBIT "B" Fixed Route and Paratransit Vehicles-Active

Exhibit A

GRAND VALLEY TRANSIT

MAINTENANCE POLICIES AND PROCEDURES



GRAND VALLEY TRANSIT

Exhibit A

PROGRAM GOAL & OBJECTIVES

It is the objective of the vehicle maintenance program to assure safe, reliable, and clean vehicles for operation in the GRAND VALLEY TRANSIT (GVT) fixed route and paratransit service. The goal of GVT is to have maintenance performed in the most efficient and cost effective manner possible, utilizing preventative maintenance in lieu of unscheduled maintenance, thereby minimizing the number of preventable mechanical failures which would result in a disruption of GVT fixed route and paratransit service.

PROGRAM DESCRIPTION

SCHEDULED MAINTENANCE

The preventive maintenance program is performed in cycles as follows:

A INSPECTIONS

- Performed at 3,000 miles on all cutaway vehicles and includes lube, oil, filter, check all fluids, tires, lights and all safety equipment.
- CNG buses: Replace spark plugs @ 21,000 miles (every 7th A level interval).
- CNG buses: Drain, disassemble and inspect coalescing (high pressure fuel filters every 3,000 miles. Replace if contaminated.
- CNG buses: Replace fuel filter every 3,000 miles.
- CNG buses: Engine overhead @ 30,000 miles (every 10th A level interval).
- GNG buses: Test cooling system@ 30,000 miles and service system if SCA is over 3 units (every 10th A - level interval).
- CNG buses: Annually remove PRD vent line and drain water.
- Performed at 6,000 miles on low-floor buses and includes the same as cutaway vehicles.
- At every A inspection on the Low Floor 30'-35' diesel powered buses, an engine oil sample is drawn and submitted to CTC Analytical Services of Phoenix Arizona for analysis. A sample of transmission fluid is drawn from the buses at the D inspection every 48,000 miles and is also sent to CTC for analysis. CTC furnishes Mesa County Fleet Management a document of the analysis results.

B INSPECTIONS

- Performed at 6,000 miles on the cutaway vehicles and includes lube, oil, filter, rotate tires, check brake systems and check all fluids, tires, lights and safety equipment. Service wheelchair lift.
- CNG buses: Replace fuel filters @ 6,000 miles.
- Performed at 12,000 miles on low-floor buses and includes the same as the cutaway vehicles

C INSPECTIONS

- Performed every 15,000 miles on the cutaway vehicles and includes lube, oil, and filter. Replace fuel system filter, replace air cleaner element and check all fluids, tires, lights and safety equipment.
- CNG buses: Engine fan gear box fluid change and lube fan drive line joints @ 15,000 miles.
- Performed at 24,000 miles on the low-floor buses and includes the same as above as well as tire rotation and brake check, service lift, check ride height and tighten front and rear u-joints.
- GNC buses: Service hydraulic system and filters @ 24,000 miles.

D INSPECTIONS

- Performed every 30,000 miles on the cutaway vehicles and includes lube, oil, filter, tire rotation, brake check and service wheelchair lift. Replace fuel system filter and repack non-drive wheel bearings and replace seals. Service transmissions, flush cooling system, and check A/C. Replace air cleaner element and check all fluids, lights, and safety equipment.
- Performed at 48,000 miles on low-floor buses and includes the same as cutaway vehicles with the addition of: adjust ride height, tightens front and rear u-bolts and sample transmission fluid.

E INSPECTIONS

- Performed every 60,000 miles on the cutaway vehicles and includes lube, oil, and filter as well as tire rotation and brake check. Service wheelchair lift, replace fuel system filter. Repack non-drive wheel bearings; replace seals and service transmission. Flush cooling system and check A/C system. Replace air cleaner element, tune-up, spark plugs, scope and timing. Check all fluids, lights and safety equipment.
- Performed every 96,000 miles on low-floor buses and includes lube, oil, and filter as well as tire rotation and brake check. Service wheelchair lift, replace

fuel system filter, check and adjust ride height, tightens front and rear u-bolts and inspect/replace brake actuators if needed and run engine overhead. Three Year (36 months): GNG fuel tank certifications.

All PM maintenance intervals have been established based on work-experience by GVT or by manufactures recommendations to optimize the life of the vehicle and its components. All intervals fall within manufacturer recommended levels.

It is the policy of the maintenance department to inspect and repair all items and or components during PM maintenance, thereby minimizing unscheduled maintenance. Components are rebuilt to OEM specifications to ensure equal or better life.

A computer system provides accurate up-to-date mileage and data for each vehicle on a daily basis and triggers the preventative maintenance program in addition to tracking the GVT fleet and fuel use.

UNSCHEDULED MAINTENANCE

Unscheduled maintenance is any work necessary due to premature failure, and items that are impractical or impossible to include on a preventative maintenance schedule. These items may include electrical components, turn signals flashers, wiper motors, relays, valves, door motors, glass, and light bulbs. Although many of these items are checked during the PM inspections and are repaired/replaced when it is determined the useful life is nearing completion, many items have minimal indicators or none at all.

A daily review of inspection sheets submitted by vehicle operators, and all occurrences of mechanical failures are analyzed. The analysis serves as the basis for unscheduled vehicle maintenance beyond that which is required for the actual repair of failed vehicles. The daily monitoring of individual vehicle mechanical performance can be effectively accomplished manually. The monitoring identifies deviations from expected component failure rates so adjustments can be made to inspection intervals. In most cases, timely inspections will detect the failure before they occur on the road.

PROGRAM PERFORMANCE

GVT operates seven (7) Low Floor transit buses and nineteen (19) Body-On-Chassis vehicles in revenue service. All running repairs, minor electrical repairs, inspections, and maintenance work is performed by Mesa County Fleet Management with the exception of body work and some technical component work. GVT uses Mesa County Fleet Management facilities to wash vehicles twice weekly. Each night buses are fueled, fluids checked and cleaned (windows, floors, and seating) by vehicle operators.

All of the buses have wheelchair lifts or ramps to comply with the needs of the disabled that make use of mobility aids such as wheelchairs. Mesa County Fleet Management mechanics perform the majority of the maintenance on the vehicles with the exception of some overhaul work on engines and transmissions are sublet out to private sector shops which are qualified for type of repair.

QUALITY CONTROL

Quality control is accomplished through OEM suggestion, report data, and GVT Management input. No time frames are established for work performance while a vehicle component is worked on. It is GVT's policy that all jobs are completed in a reasonable amount of time based on problems found, and the amount of work required to complete the task that will enable the vehicle to be placed into revenue service in a safe, and reliable condition without the necessity of further repairs prior to the next scheduled maintenance. It is also GVT's policy that the vehicle is inspected each and every time it is bought into the shop for any reason as time permits. All items in need of attention/repair are evaluated and either repaired or noted and scheduled for repair at a future date.

Mesa County Fleet Management utilizes journeymen mechanics with extensive training both from OEM's, Transit/Vendor classes, and years of on-hands experience. All vehicle engine and transmission overhauls are sublet out to private sector shops which are qualified for type of repair. Mesa County Fleet Management mechanics do all AC work, electrical work, brake jobs, wheelchair and or ramp repairs, and both scheduled and unscheduled work.

MAINTENANCE PROTECTION AND REVIEWS

The GVT Operations Supervisor and the Mesa County Fleet Supervisor meet as needed to discuss equipment problems, workloads, and the scheduling of major repairs. A formal operations report is filed with GVT's Management on a daily basis summarizing the past days major maintenance activities and future maintenance needs. Budget needs are addressed on an annual basis or as unanticipated needs dictate. Labor needs are analyzed on a yearly basis also.

NON-REVENUE VEHICLES

Non-Revenue vehicles operated by the Contractor will not be maintained by Mesa County Fleet Management.

MAINTENANCE BUDGET

The Maintenance Budget consists of salaries, maintenance services, lubricants, fuels, parts, tires, and maintenance operating supplies, tools, training, safety equipment/supplies and building upkeep.

WARRANTY PROGRAM

When GVT receives a new vehicle a separate file is set up to record and store any and all warranty work performed on the vehicle during the warranty period. It is GVT's goal to maximize the use of the warranty on each vehicle as stated by the OEM. If a local warranty outlet in Grand Junction is available an appointment is made with the outlet to have the work done and a copy of work order is obtained and filed in the Warranty Folder for the vehicle. If the Mesa County Fleet Management shop performs warranty work Mesa County Fleet Management for parts and labor. GVT actively pursues the use of vehicles warranties to see that they are utilized to the fullest extent possible.