

MEMORANDUM OF UNDERSTANDING BETWEEN
MESA COUNTY AND THE CITY OF GRAND JUNCTION
FOR
GRAND VALLEY TRANSIT BUS REPAIR AND MAINTENANCE SERVICES

I. Purpose/Objective

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:

1. **City Maintenance Responsibilities:** City shall be responsible for routine maintenance and repair of the buses and related equipment (4-Post Lifts, fire suppression systems, onboard cameras, fareboxes, Mobile Data Terminal (MDT), Advanced Vehicle Location (AVL), two-way radios, headsigns, and any other County-owned equipment onboard GVT buses) 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's Fleet Supervisor 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).
3. **Work performed by Outside Service Providers:** The City will provide written 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 6:00a.m. to 4:30p.m., Monday through Friday, excluding holidays observed by the City.
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. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has published 49 CFR Part 655 and the Federal Motor Carrier Safety Administration (FMCSA) of the DOT has published 49 CFR 382 that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. DOT has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, DOT published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free work place policies and the reporting of certain drug-related offences to the FTA/FMCSA.

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, or as instructed by the City Fleet Supervisor, 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 will notify the City Fleet Supervisor in writing.
2. **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. Payment (or Funding/Costs/etc.)

- A. Service and repair charges for the GVT buses will be on an hourly basis rounded to the nearest 15 minutes. The 2019 shop rate for service is \$52.79 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 County agrees to cover all costs for all services and parts provided by the City and any costs associated with fluids. The City will provide the County with an invoice by the 12th of each month for the charges incurred the month prior.

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 administrative charge per repair ticket.
4. 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. Amendments/Term Extensions

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 made 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. Indemnification

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. Warranty

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 December 31, 2019 unless otherwise terminated or extended in the manner described under the pertinent sections of this MOU.

VIII. Termination of MOU

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.

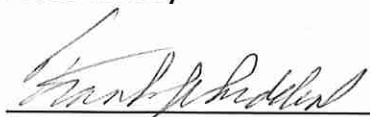
XI. Dispute Resolution

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



Frank Whidden, County Administrator

Date: 4/5/19

City of Grand Junction



Greg Caton, City Manager

Date: 3/5/19

EXHIBIT "A"
GRAND VALLEY TRANSIT
MAINTENANCE POLICIES AND PROCEDURES

EXHIBIT "B"
GRAND VALLEY TRANSIT VEHICLES