

## **AGENDA**

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, SEPTEMBER 22, 2026, AT 5:01 PM IN THE CITY OF BISBEE COUNCIL CHAMBERS, 118 ARIZONA STREET, BISBEE, ARIZONA AND VIA ZOOM AT <https://us02web.zoom.us/j/83552737966>.

THE MEETING WAS CALLED TO ORDER BY \_\_\_\_\_ AT \_\_\_\_\_.

### **ROLL CALL**

#### **COUNCIL**

Councilmember Karen Schumacher, Ward I  
Councilmember Terry Priestley, Ward II  
Councilmember Trish Damon, Ward III  
Mayor Ken Budge  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Mel Sowid, Ward II  
Councilmember Cesilia C. Garcia, Ward I

#### **STAFF**

Ashlee Coronado, City Manager  
Nina Williams, Acting City Clerk  
Keri Bagley, Finance Director  
Bridgette Kantner, Personnel Director  
Matthew Gurney, Public Works Director  
Logan Dodd, Operations Manager  
Tim Cox, Police Chief  
Jay Ritchie, Deputy Police Chief  
Jim Richardson, Fire Chief

#### **CITY ATTORNEY**

Joseph Estes

THE FOLLOWING ITEM WILL BE DISCUSSED AND/OR CONSIDERED AT THIS MEETING:

1. Discussion and Possible Approval of the First Amendment to the Intergovernmental Agreement between the City of Bisbee and the City of Douglas for the Bisbee Public Transit Services.  
Rene Lopez, Transit Manager

#### **ADJOURNMENT:**

Pursuant to A.R.S. § 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6011 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Nina Williams at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St, Bisbee.

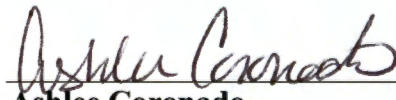
Pursuant to A.R.S. § 38-431.03(A)(3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **September 22, 2026**☐ Regular ☒ Special**DATE ACTION SUBMITTED:** September 17, 2026**REGULAR** ☒**CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☐**ORDINANCE** ☐**FORMAL ACTION** ☒**OTHER** ☐**SUBJECT:** Discussion and Possible Approval of the First Amendment to Intergovernmental Agreement between City of Bisbee and the City of Douglas for Bisbee Public Transit Services.**FROM:** Rene Lopez, Transit Manager**RECOMMENDATION:** Approve**PROPOSED MOTION:** I move to approve the First Amendment to Intergovernmental Agreement between City of Bisbee and the City of Douglas for Bisbee Public Transit Services.

**DISCUSSION:** A document was inadvertently omitted from the backup materials provided with the September 15, 2026, City Council agenda packet. The First Amendment is being brought back before Mayor and Council to provide the complete document for review and to obtain formal approval of the agreement as presented.

In 2024, the City of Bisbee entered into a contract with the City of Douglas for public transit services. The agreement was to be effective through September 30, 2026, with two (2) one (1) year renewals if agreed upon by both parties. Upon having discussions with ADOT regarding the approval of securing a new contract for public transit services, ADOT expressed their preference for an intergovernmental agreement (IGA) rather than a service contract between the City of Bisbee and the City of Douglas.

The proposed IGA, if approved, will take effect October 1, 2026, and last one (1) year with one (1) one (1) year renewal if agreed upon by both parties as per the service agreement. The effective dates align with the Federal Transit Administration grant agreement's federal fiscal year (October 1 through September 30).

**FISCAL IMPACT:** \$280,498.00**DEPARTMENT LINE-ITEM ACCOUNT:** 96-40-41606**BALANCE IN LINE ITEM IF APPROVED:** -\$18,305.97**Prepared by:**  
Rene R Lopez,  
Transit Manager**Reviewed by:**  
Ashlee Coronado,  
City Manager

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF BISBEE AND THE CITY OF DOUGLAS  
FOR BISBEE PUBLIC TRANSIT SERVICES**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (the "Amendment") is made and entered into on the 1<sup>st</sup> day of October, 2026 (the "Effective Date") by and between the City of Bisbee, an Arizona municipal corporation (hereinafter referred to as "City"), and the City of Douglas, an Arizona municipal corporation (hereinafter referred to as "Douglas"). The City and Douglas may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City and Douglas are parties to that certain Intergovernmental Agreement, effective November 18, 2024 (the "IGA"), for certain transit services identified in the IGA.

B. The IGA has a two-year term that is set to expire on September 30, 2026, with the option for the Parties to renew and extend the IGA for up to two (2) additional one-year terms.

C. The City and Douglas desire to amend the IGA to exercise the first of the one-year renewal periods and to provide for other modifications to the IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AMENDED TERMS

1. Statement of Work. Paragraph 1 of the IGA is amended to update the Statement of Work as set forth in Exhibit "A," attached hereto and incorporated herein. Attachment 1 Amendments to Exhibit A Statement of Work updates and replaces the service schedule, service level, route stops (Attachment 1 Schedule A-1), and dispatch coverage provision of the IGA, with all other provisions of the original Statement of Work (Exhibit A) remaining unchanged. The IGA and this Amendment shall continue to be subject to all applicable terms of the Federal Transportation Administration ("FTA") Grant Agreement with the Arizona Department of Transportation ("ADOT") incorporated into the IGA, together with all other compliance requirements provided for in the IGA.

2. Renewal Term. Pursuant to Paragraph 3 of the IGA, the Parties do hereby agree to renew and extend the IGA for one additional year, with a new termination date of up to and including September 30, 2027 (the "Renewal Term").

3. Compensation. Paragraph 4 of the IGA is hereby amended to provide compensation to Douglas for the Services under the IGA in a total amount not to exceed \$280,498 for the Renewal Term.

4. Notices. Paragraph 6 of the IGA is hereby amended to update the City's contact information as follows:

TO CITY:  
City of Bisbee  
118 Arizona Street  
Bisbee, Arizona 85603

5. Conflict of Interest. This Amendment and the IGA may be canceled by either Party pursuant to A.R.S. § 38-511.

6. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of this Amendment they will not engage in, a boycott of Israel, as that term is defined in A.R.S. Section 35-393.

7. No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Parties hereby certify they do not currently, and for the duration of this Amendment shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8. Effect of Amendment. In all other respects, the IGA is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the IGA shall remain in full force and effect.

9. Counterparts. This Amendment may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the City of Bisbee and the City of Douglas have executed this Amendment effective the date first above written.

**CITY OF BISBEE:**

**CITY OF DOUGLAS:**

By: \_\_\_\_\_  
Ken Budge, Mayor

By: \_\_\_\_\_  
Jose Grijalva, Mayor

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Nina Williams, Acting City Clerk

By: \_\_\_\_\_  
Alma Andrade, City Clerk

**APPROVALS AS TO FORM**

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Amendment on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Joseph D. Estes, Pierce Coleman, PLLC  
Attorney for the City of Bisbee

By: \_\_\_\_\_  
Denis M. Fitzgibbons, Fitzgibbons Law  
Attorney for the City of Douglas

## **ATTACHMENT 1**

### **AMENDMENTS TO EXHIBIT A - STATEMENT OF WORK**

The following provisions amend only the portions of Exhibit A identified in Section 8 below. References to the 2025 Efficiency Study explain the basis for the revisions but do not incorporate the study or any recommendation not expressly stated in this Attachment.

#### **1. PURPOSE AND BASIS**

Consistent with selected recommendations described on page 39 of the 2025 Bisbee Bus Efficiency Study, the revised service plan retains the alternating-run route pattern while reducing regularly scheduled weekday service from ten (10) runs to eight (8) runs, including one commuter-oriented run. The revised schedule is intended to provide sufficient operating and recovery time for driver breaks, route deviations, safe service delivery, and compliance with applicable motor-carrier, employment, and grant requirements.

#### **2. WEEKDAY SERVICE**

Douglas shall provide eight (8) scheduled runs each Monday through Friday, including one commuter-oriented run. Service shall follow the alternating-run route pattern and the departure, arrival, and recovery times shown in the final approved weekday schedule attached as Schedule A-1.

Each run shall include sufficient scheduled time to accommodate authorized route deviations and normal operating conditions. Douglas remains responsible for assigning sufficient qualified personnel and relief coverage to perform the service without exceeding applicable driver-duty limitations.

**Schedule A-1: See Attached**

#### **3. ROUTE AND STOPS**

The existing service area and general route configuration shall continue, subject to the revised route map and stop list attached as Schedule A-1. Stops omitted from Schedule A-1 are discontinued, and stops newly listed in Schedule A-1 are added. Schedule A-1 shall clearly identify principal hub stops, designated stops, and any locations treated as flag stops.

#### **4. OPTIONAL FRIDAY EVENING SERVICE**

At Bisbee's option, and subject to available funding, required approvals, and Douglas's written confirmation of staffing, Douglas may provide one additional Friday evening run from 6:45 p.m. through 8:20 p.m. Bisbee must request the optional service at least 15 calendar days in advance. A written authorization may cover a single Friday or multiple specified Fridays.

Compensation for authorized Friday evening service shall be \$87.52 per Revenue Service Hour and shall be paid in addition to the renewal-period not-to-exceed amount. No optional Friday evening run is authorized unless the dates, rate, funding treatment, and staffing are confirmed in writing by both Parties before the service is performed.

## **5. SATURDAY SERVICE**

Saturday service shall operate as a loop without alternating runs and shall consist of five (5) scheduled runs. Before execution of this First Amendment, the Parties shall select one of the following schedules and delete the unselected alternative:

Alternative A - Early Schedule: Service begins at 9:30 a.m., consists of five (5) runs, and ends at 5:05 p.m.

Alternative B - Late Schedule: Service begins at 11:10 a.m., consists of five (5) runs, and ends at 6:55 p.m.

Any driver time in excess of 8.25 hours will be charged at the Revenue Service Hour rate and shall be paid in addition to the renewal-period not-to-exceed amount.

**Selected Saturday schedule:**

## **6. DRIVER HOURS AND SAFETY COMPLIANCE**

Douglas shall schedule, assign, and supervise drivers in compliance with all applicable hours-of-service requirements. This includes 49 CFR § 395.5, as incorporated for Arizona motor carriers by A.A.C. R17-5-202, including applicable daily driving-time, on-duty-window, required off-duty, and cumulative seven-day or eight-day limits. Douglas shall maintain driver-duty and scheduling records sufficient to document compliance and shall provide such records to Bisbee or ADOT upon request to the extent permitted by law.

## **7. DISPATCH AND MANAGEMENT COVERAGE**

Douglas shall provide dispatch capability during all scheduled service hours, including any authorized Friday evening service. A dispatcher, Transit Manager, or other qualified supervisor shall be available on call whenever not physically present in the Douglas office and shall be able to provide timely operational assistance to drivers.

## **8. PROVISIONS REPLACED AND CONTINUING EFFECT**

Sections 1 through 5 of this Attachment replace the paragraphs in Exhibit A beginning with "Currently the City provides a flex service" and continuing through the paragraph ending with the principal Naco stops; they also replace the existing "Service Levels" section. Section 7 replaces the fixed office-coverage hours stated in the existing "Dispatching/Office Staff" section, while the remainder of that section continues unchanged.

Except as expressly amended by this Attachment, all remaining terms of Exhibit A continue unchanged. Any later change to fares, routes, stops, schedules, or activities remains subject to the written-approval and consultation process stated in Exhibit A. No change that increases compensation, materially changes the scope, or requires grant concurrence is effective until the Parties complete the additional written approval required by the IGA and applicable grant terms.

|                                                 | No Service    | Break                 | Deviation makeup | Driver Switch |              |            |            |            |          |             | Cochise Connection |            |            |            |          |
|-------------------------------------------------|---------------|-----------------------|------------------|---------------|--------------|------------|------------|------------|----------|-------------|--------------------|------------|------------|------------|----------|
|                                                 |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
|                                                 | Commuter      | Monday through Friday |                  |               |              |            |            |            |          |             | Saturday           |            |            |            |          |
|                                                 | Start Time    | Start Time            | Start Time       | Start Time    | Start Time   | Start Time | Start Time | Start Time | Optional | Optional    | Start Time         | Start Time | Start Time | Start Time | Optional |
| Circle K                                        |               | 6:50 AM               | 8:05 AM          | 9:50 AM       | 11:10 AM     | 1:40 PM    | 3:00 PM    | 5:00 PM    | 6:45 PM  |             | 11:10 AM           | 1:00 PM    | 2:45 PM    | 4:30 PM    | 6:10 PM  |
| Court House old Bisbee                          |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Copper Queen Plaza                              |               |                       | 8:10 AM          | 9:55 AM       | 11:15 AM     | 1:45 PM    | 3:05 PM    | SB 5:05 PM | 6:50 PM  | 9:30 AM     | 11:15 AM           | 1:05 PM    | 2:50 PM    | 4:35 PM    | 6:15 PM  |
| Department of Economic Security                 |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Washington Federal Bank                         |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Copper Queen Hospital                           |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Bisbee City Hall/Chiricahua Clinic              |               | 7:00 AM               | 8:20 AM          | 10:05 AM      | 11:25 AM     | 1:55 PM    | 3:15 PM    | 5:15 PM    | 7:00 PM  | 9:40 AM     | 11:25 AM           | 1:15 PM    | 3:00 PM    | 4:45 PM    | 6:25 PM  |
| Bisbee Boys and Girls Club                      |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Vista Park Tennis Courts                        |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Center & Cochise Row                            |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Bisbee High School                              |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Hwy 92 Fire Station                             |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Hwy 92 and Washington Ave.                      |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Safeway                                         |               | 7:15 AM               | 8:40 AM          | 10:20 AM      | 11:40 AM     | 2:10 PM    | 3:40 PM    | 5:30 PM    | 7:15 PM  | 9:55 AM     | 11:40 AM           | 1:30 PM    | 3:15 PM    | 5:00 PM    | 6:50 PM  |
| Bisbee Senior Center                            |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Triangle Apts.                                  |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| San Jose Center                                 |               |                       |                  | NB @ 1044     |              |            |            |            |          |             |                    |            |            |            |          |
| Copper City Apartments                          |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Premier Alliance @ Hereford & Naco Hwy.         |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| San Jose Lodge @ Della (west side of the Hwy.)  |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Hwy @ Fairway View (west side of the Hwy.) |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Turquoise Valley RV Park                   |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Newell St/Towner                           |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Martinez/Towner                            | 6:15          |                       | 8:52 AM          |               | 11:52 AM     |            | 4:00 PM    | 5:50 PM    | 7:35 PM  | 10:15 AM    | 12:00 PM           | 1:50 PM    | 3:35 PM    | 5:20 PM    | 7:10 PM  |
| North Bound                                     |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Hwy @ Granada (east side of the Hwy.)      |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Naco Hwy @ Della (east side of the Hwy.)        |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Premier Alliance @ Hereford & Naco Hwy.         |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Copper City Apartments                          |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| San Jose Center                                 |               |                       | SB @ 9:13 AM     |               | SB @ 1:05 PM |            |            |            |          |             |                    |            |            |            |          |
| Triangle Apts.                                  |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Safeway                                         | 6:30 AM       | 7:30 AM               | 9:12 AM          | 10:35 AM      | 1:00 PM      | 2:25 PM    | 4:20 PM    | 6:10 PM    | 7:55 PM  | 10:35 AM    | 12:20 PM           | 2:10 PM    | 3:55 PM    | 5:40 PM    | 7:30 PM  |
| Tin Town                                        |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Bisbee High School                              |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Center & Cochise Row                            |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Bisbee City Hall/Chiricahua Clinic              |               | 7:45 AM               | 9:30 AM          | 10:50 AM      | 1:15 PM      | 2:40 PM    | 4:35 PM    | 6:25 PM    | 8:05 PM  | 10:50 AM    | 12:35 PM           | 2:25 PM    | 4:10 PM    | 5:55 PM    | 7:45 PM  |
| Bisbee Boys and Girls Club                      |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Vista Park Tennis Courts                        |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Copper Queen Hospital                           |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Washington Federal Bank                         |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Department of Economic Security                 |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| B St in Saginaw                                 |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Lowell School                                   |               |                       |                  |               |              |            |            |            |          |             |                    |            |            |            |          |
| Lyric Plaza                                     | NB 6:45:00 AM | 8:00 AM               | 9:45 AM          | 11:05 AM      | 1:30 PM      | 2:55 PM    | 4:50 PM    | 6:40 PM    | 8:20 PM  | SB 11:05 AM | 12:50 PM           | 2:40 PM    | 4:25 PM    | 6:05 PM    | 7:55 PM  |
| Circle K                                        | 6:50 AM       | 8:05 AM               | 9:50 AM          | 11:10 AM      | 1:35 PM      | 3:00 PM    | 4:55 PM    |            |          | 11:10 AM    | 12:55 PM           | 2:45 PM    | 4:30 PM    |            |          |
| Headway                                         | 50 m          | 1h 20 m               | 1h 45 m          | 1h 20 m       | 1h 25 m      | 1h 20 m    | 1h 55 m    | 1h 40 m    | 1h 25 m  | 1h 40 m     | 1h 45 m            | 1h 45 m    | 1h 45 m    | 1h 35 m    | 1h 45 m  |

Schedule A-1 Updated Schedule



Amendment To Exhibit A

Schedule A-1

| Bisbee Bus Schedule Changes - recommended stops |                                                    | No Service            |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            | Cochise Connection |            |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------|----------------------------------------------------|-----------------------|------------|------------|------------|--------------------|------------|------------------|------------|--------------------|------------|--------------------|------------|--------------------|------------|--------------------|------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Scenario 1 Alternate Schedule                   |                                                    | Monday Through Friday |            |            |            |                    |            |                  | Saturday   |                    |            |                    |            |                    |            | Sunday             |            |  |  |  |  |  |  |  |  |  |  |  |  |
| Stops                                           |                                                    | Commuter              |            | Bisbee     |            | Imperial to Bisbee |            | Cochise Junction |            | Cochise Connection |            | Cochise Connection |            | Cochise Connection |            | Cochise Connection |            |  |  |  |  |  |  |  |  |  |  |  |  |
| Southbound                                      |                                                    | Start Time            | Start Time | Start Time | Start Time | Start Time         | Start Time | Start Time       | Start Time | Start Time         | Start Time | Start Time         | Start Time | Start Time         | Start Time | Start Time         | Start Time |  |  |  |  |  |  |  |  |  |  |  |  |
| 1                                               | Scheduled Circle K                                 | 6:45 AM               | 8:30 AM    | 9:50 AM    | 11:10 AM   | 1:20 PM            | 3:00 PM    | 5:00 PM          | 6:45 PM    | 8:30 AM            | 11:10 AM   | 1:20 PM            | 3:00 PM    | 5:00 PM            | 6:45 PM    | 8:30 PM            | 11:10 PM   |  |  |  |  |  |  |  |  |  |  |  |  |
| 2                                               | Bus Court House old Bisbee                         | 6:50 AM               | 8:30 AM    | 9:45 AM    | 11:15 AM   | 1:45 PM            | 3:05 PM    | 5:05 PM          | 6:50 PM    | 8:30 AM            | 11:15 AM   | 1:50 PM            | 3:10 PM    | 5:10 PM            | 6:55 PM    | 8:35 PM            | 11:15 PM   |  |  |  |  |  |  |  |  |  |  |  |  |
| 3                                               | Scheduled Copper Queen Plaza                       |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 4                                               | Bus Department of Economic Security                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 5                                               | Bus Washington Federal Bank                        |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 6                                               | Bus Copper Queen Hospital                          |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 7                                               | Scheduled Bisbee City Hall/Cochise Clinic          | 7:00 AM               | 8:20 AM    | 10:05 AM   | 11:25 AM   | 1:45 PM            | 3:15 PM    | 5:15 PM          | 7:00 PM    | 8:40 AM            | 11:25 AM   | 1:45 PM            | 3:00 PM    | 4:45 PM            | 6:25 PM    |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 8                                               | Bus Bisbee Boys and Girls Club                     |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 9                                               | Bus Vista Park Tennis Courts                       |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 10                                              | Bus Center & Cochise Row                           |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 11                                              | Bus Bisbee High School                             |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 12                                              | Bus Hwy 92 Pk Station                              |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 13                                              | Bus Hwy 92 and Washington Ave                      | 7:15 AM               | 8:45 AM    | 10:20 AM   | 11:40 AM   | 2:10 PM            | 3:40 PM    | 5:30 PM          | 7:15 PM    | 8:50 AM            | 11:40 AM   | 1:30 PM            | 3:15 PM    | 5:00 PM            | 6:50 PM    |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 14                                              | Scheduled Hwy 92 and Washington Ave                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 15                                              | Bus Bisbee Senior Center                           |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 16                                              | Bus Triunfante Apts.                               |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 17                                              | Bus San Jose Center                                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 18                                              | Bus Copper City Apartments                         |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 19                                              | Bus Premier Alliance @ Heritage & Naco Hwy.        |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 20                                              | Bus San Jose Lodge @ Delta (east side of the Hwy.) |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 21                                              | Bus Naco Hwy @ Palmer View (west side of the Hwy.) |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 22                                              | Bus Naco Turquoise Valley RV Park                  |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 23                                              | Bus Naco Newell St/Townier                         |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 24                                              | Scheduled Naco Martinez/Townier                    | 5:50 AM               | 8:25 AM    | 11:45 AM   | 4:00 PM    | 5:50 PM            | 7:35 PM    | 10:15 AM         | 12:00 PM   | 1:50 PM            | 3:35 PM    | 5:20 PM            | 7:10 PM    |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                 | North Bound                                        |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 25                                              | Bus Naco Hwy @ Granada (east side of the Hwy.)     |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 26                                              | Bus Naco Hwy @ Delta (east side of the Hwy.)       |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 19                                              | Bus Premier Alliance @ Heritage & Naco Hwy.        |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 18                                              | Bus Copper City Apartments                         |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 17                                              | Bus San Jose Center                                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 16                                              | Bus Triunfante Apts.                               |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 14                                              | Scheduled Safetyway                                | 7:30 AM               | 9:15 AM    | 10:35 AM   | 1:00 PM    | 2:25 PM            | 4:20 PM    | 6:10 PM          | 7:45 PM    | 10:35 AM           | 12:30 PM   | 2:10 PM            | 3:45 PM    | 5:40 PM            | 7:30 PM    |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 27                                              | Bus Tin Town                                       |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 11                                              | Bus Bisbee High School                             |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 10                                              | Bus Center & Cochise Row                           |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 7                                               | Scheduled Bisbee City Hall/Cochise Clinic          | 7:45 AM               | 9:20 AM    | 10:50 AM   | 1:15 PM    | 2:40 PM            | 4:25 PM    | 6:25 PM          | 8:25 PM    | 10:50 AM           | 12:35 PM   | 2:25 PM            | 4:10 PM    | 6:05 PM            | 7:45 PM    |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 8                                               | Bus Bisbee Boys and Girls Club                     |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 9                                               | Bus Vista Park Tennis Courts                       |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 6                                               | Bus Copper Queen Hospital                          |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 5                                               | Bus Washington Federal Bank                        |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 4                                               | Bus Department of Economic Security                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 28                                              | Bus San Jose Center                                |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 29                                              | Bus Lowell School                                  |                       |            |            |            |                    |            |                  |            |                    |            |                    |            |                    |            |                    |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 20                                              | Scheduled Lynx                                     | 6:55 AM               | 8:30 AM    | 9:45 AM    | 11:05 AM   | 1:30 PM            | 2:55 PM    | 4:40 PM          | 6:40 PM    | 8:30 PM            | 10:15 AM   | 12:40 PM           | 2:40 PM    | 4:25 PM            | 6:30 PM    | 7:55 PM            |            |  |  |  |  |  |  |  |  |  |  |  |  |
| 1                                               | Scheduled Circle K                                 | 6:40 AM               | 8:05 AM    | 9:50 AM    | 11:10 AM   | 1:35 PM            | 3:00 PM    | 4:35 PM          | 6:35 PM    | 8:10 AM            | 10:00 AM   | 12:30 PM           | 2:40 PM    | 4:30 PM            | 6:30 PM    | 7:50 PM            |            |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                 | Headway                                            | 50 m                  | 10:20 m    | 10:45 m    | 10:20 m    | 10:25 m            | 10:20 m    | 10:25 m          | 10:20 m    | 10:25 m            | 10:40 m    | 10:45 m            | 10:25 m    | 10:30 m            | 10:35 m    | 10:40 m            |            |  |  |  |  |  |  |  |  |  |  |  |  |

## EXHIBIT A

### STATEMENT OF WORK

Douglas shall provide operations management, dispatch, driver's training, substance abuse monitoring, and operation of the transit service. The City will provide public transit vehicles (buses), maintenance of the transit vehicles; Douglas will assist the City in the requirements of the preventative maintenance schedule and delivery of the vehicles to and from the maintenance facilities. A deviated flex route service is proposed. This service will operate much like a fixed route with deviation system, except that the vehicle will not be required to return to the route near the point at which it left the route. Rather, fixed service will be provided to a series of "hub stops" located at key activity centers and residential areas throughout the community. Between the hub stops, the vehicle driver will be able to deviate as necessary to serve door-to-door transportation needs. This service type provides more flexibility than traditional route deviation, and thus can better serve all passengers with greater efficiency.

Currently the City provides a flex service with thirty (30) designated stops made on a scheduled basis. The present schedule is Monday through Friday, 5:50 a.m. through 6:30 p.m. with ten (10) runs per day. Saturday service begins at 9:30 a.m. through 4:00 p.m. with four (4) runs with the same thirty (30) designated stops. The bus does not currently operate on Sundays or major holidays.

Because of the configuration of the City of Bisbee, one (1) route has been selected. Each run has sufficient time built into the trip for deviations. The route begins at the top of Tombstone Canyon, through Old Bisbee to the Lowell area, to the Warren town-site and continues on Highway 92 past Briggs Addition to the San Jose Area. After servicing the San Jose area including the Safeway Plaza and the Bisbee Senior Center, the route diverts south to Naco, Arizona six (6) times each weekday (all routes on Saturday), and returns to the Bisbee Senior Center and Safeway Plaza. The route reverses itself to the Warren town-site and continues through Saginaw back to the Lowell area and returns through historic Old Bisbee to the top of Tombstone Canyon.

Principal hub stops served by the system will be Copper Queen Plaza/Lyric, City Hall, D.B.S., Safeway, Copper Queen Hospital, and the Senior Center. In Naco, AZ the principal hub stop is the Turquoise Valley Golf Course and the stop at Martinez/Towner.

Changes to fares, routes, schedules, and the schedule of activities may not be made without prior written approval from the City in consultation with the City's Transit Advisory Committee (TAC) and the ADOT. Such changes can be made without requiring a written amendment to this agreement.

The present fee schedule is as follows:

|                    |                                             |
|--------------------|---------------------------------------------|
| General Public:    | \$1.00 per ride                             |
| Students (7 - 18): | \$0.25 per ride                             |
| Senior Citizens:   | \$0.50 per ride                             |
| Disabled Persons:  | \$0.50 per ride                             |
| Deviations:        | \$0.50 per person (requires advance notice) |

In addition, monthly passes will be available, at the following prices:

|                   |         |
|-------------------|---------|
| General Public:   | \$25.00 |
| Students:         | \$ 7.50 |
| Senior Citizens:  | \$15.00 |
| Disabled Persons: | \$15.00 |

Monthly passes will be available through the City of Bisbee and Douglas.

With these on-going transit services, some adjustments may be needed during the year in order to provide more effective service or to meet rider's requests. Should City mandate a change in service levels thereby occasioning an increase in operating costs, Douglas shall be compensated, for the increase in operating costs through a prompt renegotiation process to be completed within one monthly billing cycle of the mandated change in service.

A Transportation Advisory Committee (TAC) has been established and the facilitator of that committee is the City of Bisbee. The purpose of the TAC is to advise the transit system on any matter concerning the operation and administration of the system. Douglas will become a member of the TAC committee, attend and provide ridership stats, maintenance updates, and other reports relevant to the program.

The City currently operates three (3) buses; two buses are used in the daily route and one is the designated back up.

#### **Service Levels**

Service shall be provided Monday through Friday, with minimum hours of operation being from 5:50 a.m. until 6:30 p.m., Monday through Friday, and Saturdays from 9:30 a.m. until 4:00 p.m. No service will be provided on Sundays or on City of Douglas holidays.

#### **Dispatching/Office Staff**

Douglas shall establish an office where business is to be conducted, which includes but not limited to a space to hold driver and dispatch trainings and meetings. All furnishings, equipment and supplies are the responsibility of Douglas. Personnel with dispatch capabilities will be on call and/or staff the Douglas office from 5:50 a.m. through 6:30 p.m., Monday through Friday and 9:30 a.m. to 4:00 p.m. on Saturday. Dispatcher and/or Transit Manager shall be available on call if not in the office in the event driver assistance is required. Compliance with this provision may be attained by having an office anywhere within Douglas' regional transit service area.

#### **Deviations**

Douglas shall receive service requests from elderly, disabled, and general public transit riders for door-to-door and door-to-hub stop service. Requests for service for door to the door or for changes in standing order trips must be made with a prior days' notice before service is needed in order to allow time to prepare the driver schedules. A will-call return trip will be scheduled only for normal flex service hours, and the pickup will be accomplished on the next regularly scheduled route. An answering service shall be available after hours to inform callers how to obtain bus information.

#### **Transit Revenues**

Douglas drivers shall collect the fares and remit the full amount to the City on a daily basis. The City of Bisbee encourages Douglas to pursue advertising as a means of enhancing revenues. The City reserves the right to approve the advertising methods used by Douglas.

Douglas shall provide a secure method of collecting fares and accounting for same. A description of this method shall be included as part of the proposal. Douglas is not required to make change for riders. Douglas is responsible for developing and issuing a system to regulate monthly passes. Douglas and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

#### **Personnel**

Douglas shall be solely responsible for the provision and satisfactory performance of all Douglas employees as described by this Request for Proposal. Douglas shall be solely responsible for payment of all employee and/or subcontractor compensation and benefits. Without any additional expense to the City, Douglas shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, and all other applicable laws. The City of Bisbee shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by Douglas. Douglas agrees to compensate all personnel with wages and benefits comparable to normal transit industry standards and provide regular evaluations and reviews of all employees. Each of Douglas' employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public.

#### **Transit Manager:**

Douglas shall designate a Transit Manager who shall oversee the day-to-day operation of the service. Douglas shall provide a job description for this position in the proposal package including compensation amount. Due to the Transit Manager's critical role, the City requires that this person be identified, that a detailed resume be furnished by Douglas, and that this person be available to be interviewed by the City.

#### **Administrative/Financial Staff:**

Douglas shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. Douglas shall be responsible for training these employees and making sure that all program policies and procedures are understood.

#### **Drivers & Dispatchers:**

Douglas shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Douglas shall provide a list of their proposed drivers and dispatchers, their qualifications, and salaries. Drivers are required to wear appropriate uniforms.

#### **Ridership Tracking App.**

City of Douglas will provide a Ridership Tracking App to Bisbee Drivers including training so they can electronically record ridership, statistics, pre/post inspections, GPS, Electronic passes and mileage using a mobile device. The tablet that the City provides to the Drivers will be only for City business related purposes. Employees are responsible for the general care of the tablet and associated equipment issued by the Douglas. Employees are expected to protect mobile devices used for work-related purposes from loss, damage, or theft. It is the responsibility of the Driver to ensure the City-provided tablet is kept in a reasonable and safe condition. Employees are expected to refrain from using their tablets while driving. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before entering ridership. Employees are responsible for notifying the supervisor of any issues related to the operation of the tablet.

#### Attendants:

Douglas will not supply attendants, but must allow a disabled passenger to bring an attendant, if so requested. Douglas shall not charge a fare for personal care attendants, in compliance with the Americans with Disabilities Act. Personal care attendants must be authorized and will not be counted as passengers.

#### Safety/Inspection

Douglas shall require drivers to perform written and signed daily safety inspections of vehicles in accordance with Federal Motor Vehicle Regulations at the beginning (Pre-trip) and end (Post-trip) of each day's service. All defects identified in the inspection shall be noted in writing, the Transit Program Manager shall be notified of the defect, and the vehicle will be scheduled for repair at the City's garage 940 Tovreaville Road, Bisbee, Arizona or a designated repair facility. Unless an emergency, all repair appointments must be scheduled 24 hours in advance. Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. The maintenance record must reflect the date the vehicle was submitted for repair and when the repair has occurred.

Douglas reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. Douglas may inspect vehicles and maintenance/inspection records at any reasonable time and may remove a vehicle from service until problem(s) are corrected.

#### Accident/Incident Investigation

Douglas shall establish a policy on accident/incident investigations in accordance to the current Section 5311 Guidebook and ADOT Grant Agreement which includes but is not limited to a specific timeframe for investigation, reporting responsibilities, and a statement that the City Transit Program Manager shall be notified immediately, following the reporting to the appropriate authorities, of any accidents. A description of this plan shall be submitted to the City.

#### Maintenance

All vehicles used in performance of this IGA shall be maintained, at a minimum, according to the manufacturer's specifications for routine and preventive maintenance and in accordance with Federal Motor Carrier Regulations, the City's Preventative Maintenance Plan applicable ADOT regulations, the cost of which shall be borne by the City. Douglas will work directly with the City mechanics or staff regarding maintenance issues. The buses are housed outdoors at the City Garage/Yard located at 940 Tovreaville Rd in Bisbee, Arizona. Douglas shall bear the cost of drivers required to transport vehicles for repair. Douglas shall be required to keep vehicles clean, inside and out. Service records must be kept for all vehicles and must be available for City inspection during normal office hours.

Passenger comfort and safety are necessary vehicle maintenance requirements. Safety exits shall be clearly marked and easy to use. Air conditioning is required to be operational throughout the year. Adequate heating shall also be maintained in working condition and available when needed. Douglas shall remove from service any vehicle with faulty air conditioning and/or heating and schedule them for repair at the City's garage or a City agreed upon vehicle maintenance provider.

#### Insurance Requirements

Douglas and/or any subcontractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by Douglas, its agents, representatives, employees and/or subcontractors.

The Insurance Requirements herein are minimum requirements for the IGA and in no way limit the indemnity covenants contained in the ADOT Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect Douglas from liabilities that arise out of the performance of work under the IGA by Douglas, its agents, representatives, employees and/or subcontractors, and Douglas is free to purchase additional insurance.

#### MINIMUM SCOPE AND LIMITS OF INSURANCE

Douglas shall provide coverage with limits of liability not less than those stated below. Deductible(s), Self-Insurance, and Self-Insured Retention (SIR) amounts are subject to review and approval by ADOT Safety and Risk Management.

##### Commercial Automobile Liability and Physical Damage Coverage

The policy shall contain Bodily Injury and Property Damage coverage for any owned, leased, hired, and/or non-owned vehicles used in the performance of the IGA.

##### Combined Single Limit Auto Liability (CSL)

\$1,000,000 Vehicles carrying four (4) or fewer passengers  
\$2,000,000 Vehicles carrying five (5) up to fifteen (15) passengers  
\$5,000,000 Vehicles carrying sixteen (16) or more passengers

##### Physical Damage Coverage

\$5,000 Maximum Comprehensive Deductible  
\$5,000 Maximum Collision Deductible

The policy shall be endorsed, as required by written agreement, to name the "The State of Arizona and/or ADOT" as loss payee(s) as their interests may appear.

The policy shall be endorsed, as required by written agreement, to include the "The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees", "The City of Bisbee", "SEAGO", "Arizona Department of Economic Security" to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Douglas involving automobiles owned, leased, hired or borrowed by Douglas.

The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Douglas.

Douglas' policies shall stipulate and/or be endorsed that the insurance afforded Douglas shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as prescribed by A.R.S. § 41-621 (E).

##### Commercial General Liability - Occurrence Form (AS APPLICABLE)

The policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.



the State of Arizona. Such notice(s) shall be sent directly to the ADOT Risk Management, Insurance & Indemnification Section and shall be sent by certified mail, return receipt requested.

#### ACCEPTABILITY OF INSURERS

Douglas' insurance shall be placed with insurance companies duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance's List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect Douglas from potential insurer insolvency.

#### VERIFICATION OF COVERAGE

Douglas shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by the ADOT Grant Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates required by the ADOT Grant Agreement shall be sent directly to the ADOT Risk Management, Insurance and Indemnification Unit by email to [mvd1@azdot.gov](mailto:mvd1@azdot.gov). The MPD program description, grant and/or agreement number. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the ADOT Grant Agreement at any time.

All insurance certificates and endorsements are to be received and approved by the State of Arizona before work commences under the IGA.

Insurance coverages must be in effect at or prior to commencement of work under the IGA and must remain in effect for its duration. Failure to maintain the required insurance coverages or provide timely evidence of coverage renewal is a material breach of the ADOT Grant Agreement and IGA.

All certificates required by this Contract shall be uploaded to the Arizona Grant Management System. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time.

#### SUBCONTRACTORS

Douglas' certificate(s) shall include all subcontractors as insureds under its policies, or Douglas shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### APPROVAL

Any modification or variation from the insurance requirements in this Agreement shall be made in consultation with ADOT, Safety & Risk Management Division. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

## EXCEPTIONS

In the event Douglas or its sub-contractor(s) is/are a public entity, then the above-referenced insurance requirements shall not apply. Such public entity shall instead provide the Department with a copy of its Certificate of Self-Insurance. If Douglas or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above insurance requirements shall apply.

## INDEMNIFICATION

To the fullest extent permitted by law, Douglas shall indemnify, defend, and hold harmless the State of Arizona, ADOT MVD and its officers, officials, agents and employees (hereinafter referred to in this section as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses, including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ( hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Douglas or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Douglas to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Douglas from and against any and all claims. It is agreed that Douglas will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this IGA, Douglas agrees to waive all rights of subrogation against the State of Arizona, ADOT MVD and its officers, officials, agents and employees for losses arising from the work performed by Douglas under this Third Party Authorization Agreement.

This indemnity clause shall not apply if Douglas or its subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

## REPORTING

All passenger and vehicle-related accidents involving any property damage or personal injury resulting from service provided under this agreement must be reported verbally to the City immediately after they occur. A complete report on the accident shall be forwarded within 24 hours of notice of the accident. The bus driver involved in the accident shall be driven to the testing facility within the required amount of time.

## Marketing Plan

The City and Douglas shall promote the service to ensure the general public is aware of the program and to increase ridership. Acceptable marketing media include, but are not limited to: distribution of flyers; posting of signs and posters in public gathering places; radio and television announcements; press releases in local organizational newspapers, bulletins and newsletter, and printed route maps and schedules. Vehicles used for this service shall carry placards or decals. All promotional efforts must contain the program name: "City of Bisbee Public Transit Service." Douglas may provide the City with copies or examples of promotional materials to be used. The City reserves the right to approve these materials.

As part of the annual marketing plan, the City shall conduct market analysis to determine what improvements can be made to the program to better serve the general public. Douglas shall have the Transit Manager ride the bus for at least a complete cycle at least two (2) times per year to evaluate the program. All associated direct marketing costs shall be the City's responsibility and budget for as part of its 5311 grant award.

#### **Records and Reports**

Douglas shall keep separate books and records of its operations in accordance with generally recognized accounting procedures. Douglas shall permit the authorized representatives of the City, the Arizona Treasurer's Office, Arizona Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Douglas relating to its performance under this IGA. The ADOT Grant Agreement requires the records to be produced at any reasonable time. The records must clearly show revenues collected, and hours and costs of operation. Such records shall be maintained for a period of seven (7) years. Douglas shall, at his own expense, have a third-party financial audit performed on an annual basis, a full copy of which shall be submitted to the City.

The City shall require Douglas to maintain records necessary to monitor the performance of the transit system. These will include the following types of records:

- Driver Logs of all trips taken and passengers carried;
- Daily Service Report listing total passenger trips by type and fare, unserved trips, service hours, total miles, service miles, and any road calls or accidents. Records shall be summarized for a monthly report.
- FTA 5311 (formally Section 18) Operations Revenue Reports.
- Maintenance records including Pre/Post Trip daily inspection, defects reported and when repaired, preventive and unscheduled maintenance, and amount of fuels and lubricants.
- Monthly Disadvantaged Business Enterprise (DBE) Report which identifies all expenditures made with qualified DBE firms. Register and report in the DBE system. In addition to reporting revenues received by the City of Bisbee regarding payment.
- Quarterly management report encompassing the following:
  - o Accomplishments and goals--administration, transportation, maintenance
  - o Existing and anticipated problems with recommendation for resolution
- Incident Report filed within 24 hours of reportable accident
- Drug and Alcohol Compliance Program Statistical Report
- Manager, Staff, Dispatcher and Driver Training records

All records and reports shall be available for review by the City Transit Program Manager. Douglas shall work with the City to assist in the preparation of annual reports for ADOT which may include, but not be limited to, the following:

- Five (5) year Transit Plan
- Marketing Plan
- Private sector policies
- Accessibility Plan
- Annual Disadvantaged Business Enterprise (DBE) report
- Financial reports
- Safety, Security and Emergency Preparedness Plan (SSRPP)
- RU 20 Annual Transit Report NTD
- Douglas shall conduct an annual rider survey and assist the City in distributing and collecting an independent City Ridership Survey.

#### **Coordination for Stopping Points**

The City shall coordinate with the City to secure and establish bus stops. Douglas may assist when necessary or required.

**Other Assistance**

Douglas shall assist and advise the City in managing the transit services including, but not limited to; safety, accident investigation, Title VI Investigations, agency liaison, general administration, triannual Site Reviews, and procurement of capital items (e.g., fare boxes, bus shelters, benches, video equipment, etc.).

The Transit Manager shall assist in writing the 5311 ADOT Rural Transportation Grant application. The Transit Manager shall also assist in writing the Safety, Security and Emergency Preparedness Plan (SSEPP).

**DEFINITION OF KEY WORDS:**

**ACCOMPANYING CHILD:** Any child or children younger than six (6) years of age traveling with a fare-paying passenger, accompanying children shall not be charged a fare. Children must use a seatbelt.

**ADOT:** The Arizona Department of Transportation

**BUS STOPS AND SHELTERS:** City shall maintain the bus stops and shelters including updating the schedule, signs, and notify the City of any damages to the shelter.

**CHILD:** No one under the age of eight (8) is allowed to ride the bus without an adult.

**CITY:** The City of Bisbee, Arizona, 76 Eric Street, Bisbee, AZ 85603

**DBE:** Refers to the Disadvantaged Business Enterprise.

**DEADHEAD:** The time or distance required for the transit vehicle to travel to and from the storage or layover location and the beginning or end of a flex route when it is not available to carry passengers.

**DES:** Refers to the Arizona Department of Economic Security.

**ELDERLY:** Persons over the age of 60, as defined by the Older Americans Act of 1965.

**FTA:** Refers to the Federal Transit Administration.

**DEVIATED FLEX ROUTE SERVICE:** Transportation of persons over prescribed fixed routes according to published schedules that repeat on a daily basis with deviation in routes to provide service to disabled, elderly persons, and general public.

**GRANT CYCLE:** The City of Bisbee Transit Program is funded through the Formula Grants for Rural Areas (CFDA#20.509), FTA/ADOT 5311 Grant Program and is dependent upon continued funding from the 5311 transit program. The Annual Cycle begins October 1 through September 30.

**LAYOVER:** A break in regularly scheduled flex route service exceeding thirty (30) minutes in duration, when the vehicle is not available to carry passengers.

**MAY:** Indicates something that is not mandatory but permissible.

**PASSENGER:** A person, other than the driver, traveling in the transit vehicle, including an accompanying child. Employees of Douglas traveling as part of duties necessitated by service under the IGA (e.g., relief drivers, instructors, inspectors, and mechanics) are not considered to be passengers.

**PASSENGER TRIP:** Transportation provided to a passenger from a point of origin (boarding) to a specific destination point (deboarding.)

**PICKUP TIME:** Actual time the transit vehicle arrives at a scheduled stop for fixed route transit, or the passenger's point of origin for demand responsive or route deviation service.

**RIDER'S BROCHURE:** The most recent brochure published by the City, containing the official route schedule, map and fare information.

**ROUTE DEVIATION:** Departure from the fixed route to pick up or drop off a disabled, elderly passenger, or the general public who could not otherwise get to the nearest bus stop location. A route deviation to pick up a passenger shall only be provided as a pre-scheduled trip.

**SERVICE HOURS:** The time period during which a vehicle shall be considered to be in service and available to transport passengers under the terms of this IGA. For flex route service, this means commencing at the beginning of the scheduled route and ending at the end of the route. A vehicle is considered to be in continuous service if the time between the end of one route and the beginning of the next route is thirty (30) minutes or less.

**SERVICE MILE:** The actual distance traveled, calculated to the nearest one-tenth of one mile, while the vehicle is considered to be in service under the terms of the IGA.

**SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the proposal as non-responsive.

**SHOULD:** Indicates something that is recommended but not mandatory; if the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the proposal without the information.

**STUDENT:** A passenger between the ages of 8-18.

**TRAVEL REIMBURSEMENT:** Travel and reimbursement is based on State Reimbursement Rates.

**DOT:** Refers to the United States Department of Transportation

**WILL:** Indicates an expression of intent, but is not binding.

**WILL CALL RETURN TRIP:** A trip for which a passenger requests transportation but is unable to provide an exact return time, due to the nature of an appointment. The passenger is then required to call for a vehicle when he/she is ready for pickup. The passenger must call during normal business hours for a pickup which must be accomplished during normal flex route-deviation hours.