

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road
Memphis, TN 38108
Telephone: 901-722-7100 www.matatransit.com

Gary J. Rosenfeld
Chief Executive Officer

Board of Commissioners

John Vergos – Acting Chair

Martin Lipinski – Vice Chair
Shelia Williams
Roquita Williams
Kristen Bland

Janice Holder
Michael Fulton
Tommy Pacello
Robert Clark

AGENDA

For the

**Board of Commissioners Meeting
December 11, 2018
3:30p.m.**

- I. Call to Order John Vergos
- II. Board Roll Call Linda Eskridge
- III. Approve October 25, 2018
Approve October 30, 2018 Special Board Meeting
- IV. CEO Report Gary Rosenfeld
- V. Presentation/Paratransit Survey
TransPro
Kristopher Browning, TransPro Project Manager John Vergos
- VI. Consent Agenda Items John Vergos
 - a. Resolution to Approve FY19 Section 5307 Capital Projects and State Operations Assistance – Res. No. 18-44
 - b. Resolution to Approve FY19 Section 5337 State of Good Repairs Capital Projects – Res. No. 18-45
 - c. Resolution to Approve FY19 Section 5339 Bus and Bus Facilities Capital Projects – Res. No. 18-46
 - d. Resolution to Approve FY19 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds – Res. No. 18-47
 - e. Resolution to Approve FY19 CMAQ, TAP and STBG Funds – Res. No. 18-48
 - f. Resolution Authorizing the Disposal of Surplus/ Obsolete Parts – Res. No. 18-49

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Agenda

VII. Service and Development Items
No Items

VIII. Finance Agenda Items

- October Financial Results

Bernhard Rudolph

IX. Procurement Agenda Items

John Vergos

- a. Resolution to Award a Contract to Alliance Bus Group, Inc. for 20 Vans – Res. No. 18-50
- b. Resolution to Approve & Amend TransLoc Technology License and Service Agreement – Res. No. 18-51

X. Speaker(s) Acknowledgement

XI. Old/New Business

- Information – Megabus Move to Airways

XII. Adjournment

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CALL TO ORDER: A regular meeting of the MATA Board of Commissioners was called to order by John Vergos, Acting Chair at 3:30 p.m. on Thursday, October 25, 2018 at 1370 Levee Road Board Room.

BOARD ROLL CALL:

Present: John Vergos; Michael Fulton; Shelia Williams; Martin Lipinski

Absent: Robert Clark; Janice Holder; Roquita Williams; Tommy Pacello; Kristen Bland

Quorum: No Quorum

Staff: Lawson Albritton, Senior Administrative Officer; Linda Eskridge, Executive Office Manager; Marcellus Gunn, ATU 713; Nicole Lacey, Chief Communications Officer; John Lancaster, Director of Planning & Scheduling; Maury Miles, Director of Grants/Procurement; Alvin Pearson, Chief Operations Officer; Gary Rosenfeld, Chief Executive Officer; Bernard Rudolph, Chief Financial Officer; Angela Smith

Guests: Cynthia Bailey, MBRU; Kenneth Bonds, Citizen for Better Services; Shirley Bondon; Nicole Bowen, PCA for Pearlle Bowen, MATAplus Customer; Rex Bowers, STAC; Janice Bridges, Local 24; Lonnie Britton, (former Bus Operator); Deidra Brooks; Juanita Brooks; Sarah Clark, S.T.A.T.; Justin Davis, MBRU; Dorothy Conner, MBRU; Roland Donnelly, MBRU; Bennett Foster, MBRU; Beauregard Frierson, Bus Rider; Paul Garner, MSPJC; Mary Godwin, MBRU; Jamie Griffin, Memphis Library; Sheleah Harris, Living Trees; Sammie Hunter, MBRU; Charles Johnson, MBRU; James Johnson, Small Planet Works, Inc.; Stevie Johnson, MBRU; Jerry Kelley, Mr. Joe Kent, MRYE; David Mason; Jeffrey Lichtenster, AFLCIO Labor Council; Ray McClanahan; Courtney McNeal, Innovate Memphis; Jamie Meeks, Commercial Appeal; Tyres Morgan; Barbara Mosley, Citizen; Debra Morgan, Johnnie Mosley, Citizens for Better Services; Raymond Patterson, STAT; Joyce Richardson, AFSMCE 1733; Betty Robinson, MBRU; Alvan Sanchez, MPO; Shawn Sandy, Leadership Memphis; Sandra Smegalsky, MICAH; Marcellus Shepherd, Boxtown Neighborhood Association; Jordan Smith, MPO; Leslie Smith, Bldg. Memphis; James Stokes, Bass River; Dorothy Strong, Nick Warren, Memphis MPO; Jayanni Webster; Chris Wetzel, Rhodes College; Larry Wilburn; Gilda Williams, MATA Patron; Michael Wilson, ATU 713; Rosemary Winters, Teachers Association

Ms. Eskridge, Board Secretary, welcomed all guests to the October Board of Commissioners Meeting and encouraged them to check the MATA website as Board Meetings changes as well as other pertinent MATA information and updates.

There was no approval of the September 27, 2018 Board Minutes due to lack of a quorum.

CEO Report

Gary Rosenfeld

Mr. Rosenfeld began his report by thanking the staff at the Hollywood Community for allowing MATA the opportunity to use their room for the Board Meeting. He stated that it has been a busy two weeks. We have a renewed interested in promoting public transit as an asset in our community.

During this month we made a pitch to the Shelby County Commission, as last year we made a request during the budget cycle that was denied, but we went back. Mayor Harris joined Mr. Rosenfeld in the discussion with the Commission. Mr. Rosenfeld feels that the majority of commissioners believe in our advocating for county commission involvement in public transportation. Mayor Harris as well as the city of Memphis is supporting it. Subsequent meetings with commissioners have been very positive and upbeat. It is now about working out details and and contracts with all parties. MATA will be a regular participant in the Commission meetings.

In July 2018 we submitted our BRT grant application. We went to Washington to meet with Secretary Chiles, Intergovernmental Relations Group, along with several others, including Mayor Strickland. We had 30 minutes with the team and was able to put together a fine presentation and received very positive feedback from them. We are following up on all of their requests. It a welcome situation to have the Chamber working with us.

The Memphis Interfaith Coalition for action and hope recently released its platform on Oct. 21st. Mr. Rosenfeld was in transit to Washington and could not attend but was informed that it was well received from local community leaders. He feels that community leaders are happy with the results and will continue to work to support transportation issues in our community, mostly the funding questions.

MATA participated in the Tiger Blue goes Green event and had one of our hybrid buses available and had the opportunity to recruit and demonstrate our green activities in the community. There were 1500 students participated.

MATA is working with different agencies and the Deaf Connect of the Midsouth enhancement experience. There was a representative at that meeting as well. There are some exciting things coming within the next month with the ADA team relocating to the Airways Transit Center, certification, and much more visibility in the community.

Our pink trolley was held in an event on Oct 21st at the Liberty Bowl and over \$700,000 was raised in support of breast cancer awareness.

Commissioner, Michael Fulton, was honored as one of Memphis Business Journals 40 under 40.

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Statistics

- 13 bus operators achieved 90% or greater for September of 2018; 14 MATAplus operators scored better than 90%; and three trolley operators were better than 90%.
- Ridership took a big slope off in September and we don't necessarily know why. For the first two months of this fiscal year we were really holding our own. The bulk of the ridership fall off was in the Fixed Route system but hopefully we'll see a rebound. Demand Response and Trolley also experienced a falloff. The Steel Wheel Trolleys have only been operating since April of last fiscal year.
- On-time performance for Motorbus went up, recovered from its drop-off in August just slightly so we're excited about that and we hope that trend continues. Demand Response also enjoyed a good month of on-time performance and the Trolley had a slight drop but that represents less than 2%. Miles is another thing we're beginning to track. It should track year over year the same way and is doing okay. Demand Response miles are off just a little bit.
- There was a big drop in comments, probably because the part not included in this number is the large number of comments that we got at our last board meeting that we typically would've gotten via phone and other methods. There were 21 comments from the September Board Meeting which would raise that back up. We take all of the comments very seriously.
- Motor Bus comments, again, down a large percentage. Trolley had no comments during the month. MATAplus comments fell at the same rate.
- MATAplus reservations had one little problem to report in September. We lost eight days of data after a system upgrade, which happened without our knowledge in the middle of the night. The phone system company did it and normally we try to have those not be automatic so that we test them and make sure there aren't any problems. The vendor seems to think that the number of days reported affects the call duration time, but the number of calls and the wait time seem to be consistent. Possibly as we get deeper into why the vendor allowed this to happen, we'll be able to get some information on how to recalculate the call duration time. We see it is following the trend we have established over the last five or six months.
- Reservation Responsiveness, those lines are tracking the way they should. The reservations team is seeking to change the definitions. We have the number of calls returned within an hour, they would like to change that stat to the number of calls returned within 30-minutes. They want to establish a 90% factor on the number of calls returned within 30-minutes and see how they do. The good news is that our teams are looking at these number and coming up with goals on their own to try to help improve service.
- MATAplus dispatch calls are continuing with where our success has been, the average wait time looks like it's somewhere around 40 seconds.

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- Road call information – This is a new one as we re-did this statistic and it is telling our story. The number of road calls are down and the miles between road calls went up.

Mr. Rosenfeld gave an update on his upcoming meetings and events.

- October 24th met with Commissioner Jones.
- October 26th will meet with Kevin Woods who's a Shelby County School Board Member.
- October 29th, will meet with Commissioner Brooks on the and Mayor Strickland's
- October 31th Mayor Strickland's dashboard review. That's where all City department heads are brought together and share our statistics, which last about 3-4 hours and we are able to learn from each other. We will also meet with Shelby County Schools – their finance team.
- November 1st, MMBC Board Meeting
- November 2nd, The Leadership Memphis Class
- November 2nd, AGAPE Heartlight event
- November 6-9, Tennessee Public Transit Association annual meeting in Knoxville, TN. MATA will have a team there as well as some drivers who were winners in our company Roadeo. who are going to participate in the Roadeo there and hopefully be able to participate in the Annual State Roadeo in Anaheim.
- November 16th Robert R. Church Award Luncheon with MMBC
- November 19th, Meet with the Commercial Appeal Editorial Board

Mr. Rosenfeld was invited to visit Allison Transmission in Indianapolis. They are introducing a new line of equipment for use in transit. It's probably going to evolve around electric vehicles. They have been active in the electric market with hybrid buses that have been out and about.

Mr. Rosenfeld then offered to take questions.

Mr. Vergos asked is there any chance the TPTA Board meeting will be coming back to Memphis? Mr. Rosenfeld stated that it rotates every four years. It was here two years ago so it will be another year and then it will be back here. He noted that the last time it was here it was the most successful event financially. The MATA vendors really stepped up and helped out. It was a nice event and it went well.

Consent Agenda Items:

- a. Resolution Authorizing Free Fares for Veterans
On November 11 &12, 2018 – Res. No. 18-40 Gary Rosenfeld

Service and Development Items:

- b. Resolution to Approve December 2018 Service Improvements – Res. No. 18-41 Gary Rosenfeld

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Finance Agenda Items

- c. Resolution to Authorize the Chief Executive Officer to Enter into an Agreement with Ernst & Young LLP for the Development of a Response to the Volkswagen Diesel Settlement Request for Proposals – Res. No. 18-42 Gary Rosenfeld

Procurement Agenda Items

- d. Resolution to Award a Contract to Freeland Automotive to Purchase Four SUV Service Vehicles – Res. No. 18-43 Gary Rosenfeld

NO VOTE ON RESOLUTIONS DUE TO LACK OF A QUORUM

FINANCIAL REPORT

Bernhard Rudolph, CFO

September 2018

Actual Revenue for three months July-September is favorable to budget by \$6MM. \$2.5MM of this is due to early timing of City funding and \$35MM is due to State funding that was budgeted in October but received in September. Expenses for July-September is unfavorable to budget by \$294k. Contributing factors were Fuel and Materials and Bus Maintenance Passenger Fares covering July-September are \$96k below budget from prior month. Fixed Route revenue was down by \$54k. MataPlus was down by \$22k, and Trolley was down about \$2.5k. On a cash position (including receivable) of \$13.3MM is \$1.1M favorable to prior year. MATA is overall tracking on budget.

Service Changes Proposals:

Mr. John Lancaster did a presentation on the service changes on what MATA is proposing. Mr. Lancaster stated it appears that MATA received some funding and would not have to do the drastic cuts that were essentially proposed, which is good news. This is a cost-neutral proposal, so everything is minor improvements to the existing service. The proposed changes were posted on Friday November 23, 2018 and was sent to the MATA Board for their consideration. Mr. Lancaster went through the proposed route changes in detail. All recommendations have been publicly reviewed and we do take into consideration all the public feedback that we have heard, we consider it, we deliberate it and do the best we can for the good of all.

There are five routes that have geographic changes. Meaning the alignment is moving a little for some reason. Nine routes with frequency changes. Thirteen routes with minor timing adjustments, strictly usually for on-time performance.

Minor changes to the routes are as follows:

#2 Madison only minor timing adjustments for OTP.

#4 Walker – this one has two different legs, so we standardized the headway and the frequency and balanced how these legs operated. There is no reduction in service.

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- #6 Northaven, standardized the frequency about every 45 minutes and made it more efficient.
- #7 Airpark, timing adjustments and smoothing out the frequency.
- #8 Highland – the trips will go all the way whereas it used to turn back, so it will run on Saturdays the full length of the route. Frequency is standardized every two hours
- #11 Frayser/Raleigh – minor adjustments for OTP.
- #12 Florida – changed one of loops going outbound to the Indian Hills area, it is now going through the Indian loop going inbound (recommendation from a MATA operator).
- #13 Lauderdale – going to a consistent frequency of every 90 minutes on Saturdays with minor improved efficiency.
- #17 McLemore is a little additional service on Saturdays and will connect to the American Way Transit Center. This was another recommendation from one of our operators. We standardized the frequency at every two hours.
- #19 Vollintine – standardized the cycle time at 60 minutes and Saturdays at 1:20
- #26 Hickory Hill – OTP Adjustments
- #28 Holmes – Serve the new Amazon facility that will be hiring 600 to 800 people and expect that to expand to about 1000 jobs.
- #28L – This a limited stop route that goes from downtown to IRS. We will change the number from 28L to a three-digit number which we think would be easier to understand that is a limited stop route, and again it is serving Amazon.
- #31 Firestone – It will no longer go all the way down to Union Avenue, but will go down Vollintine to Watkins, turn east on Jackson and go up Bellevue. We are able to increase the frequency through New Chicago to a half-hour frequency.
- #34 Walnut Grove – No changes but making some timely adjustments
- #34L - Going to the 3-digit number
- #35 South Parkway – frequency standardized of 120 minutes
- #39 South Third – weekdays, adjust frequency to every 40 minutes at Hudson Transit Center for all trips leaving before 6p.m. to improve efficiency. Saturday and Sunday minor timing adjustments.
- #40 Wolfchase – going to the 3-digit number
- #42 Crosstown – Weekdays, Saturdays and Sundays: minor timing adjustments.
- #47 Shelby Farms Park – Eliminate route due to not meeting their goal of 10 passengers per hour.
- #50 Poplar – proposal is to move it off Poplar Avenue for that one block it will use Central and Highland and turn at Goodlett. We will detour it along by the University of Memphis, which would give students much better service and we will see if the ridership will be successful. Frequency remains the same.
- #52 Jackson –Weekdays, Saturdays and Sundays: minor timing adjustments to improve efficiency.
- #57 Park – Weekdays: minor timing adjustments.

SPEAKER(S)

There were several speakers that requested to speak. Only 16 comments cards were received, but 21 attendees spoke.

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Speakers: Ron Harris, Carter Williams, Elaine Swain, Georgia King, Ray McClanahan, Charles Beleaky, Reginald Upshaw, Josh Wallace, David Mason, Alexander Warner, Michael Williams, Jason Hale, Riviera Hollowell, Leo Arnoult, Sammie Hunter, Johnnie Mosley, Justin Davis, Dennis Lynch, Dorothy Connor, and Cynthia Bailey

Of the 21 attendees who spoke, 13 were specifically concerned with the most recent service changes. Many of those speakers thanked MATA for listening to their concerns regarding the impact of the previously proposed changes.

Other comments were regarding crowded conditions on buses, the treatment of wheelchair passengers, and passing up passengers at bus stops.

One attendee was interested in MATA's ideas to entice young people to ride the bus.

Several speakers vowed to continue to advocate for funding for MATA in the interest of providing more reliable transportation to the community.

Mr. Vergos thanked everyone for their comments and let them know that their comments are taken seriously. Since the Board did not have a quorum, there will be a special Board Meeting and will inform the public on the date of the meeting.

OLD/NEW BUSINESS:

Mr. Lipinski stated that on 10/26/18 at 5:00p.m. Ms. Susan Carlson, one of MATA's strong supporters will receive the Downtown Visionary Award. It will be held at 409 So. Main Street and refreshments will be served.

Ms. Shelia Williams thanked the public that came out and made their comments. Ms. Williams stated that she is an advocate rider as well as her children and she is very passionate about the service.

Ms. Eskridge stated that we will let the public know the date of our next Board Meeting, so please check the website and the places of posting.

ADJOURNMENT:

The Board Meeting was adjourned.

MEMPHIS AREA TRANSIT AUTHORITY

MINUTES OF 12/11/18 ITEM III

1370 Levee Road
Memphis, TN 38108

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CALL TO ORDER: A **Special Board Meeting** of the MATA Board of Commissioners was called to order by John Vergos, Acting Chair, at 8:00 a.m. on Thursday, October 30, 2018 at 1370 Levee Road Board Room. The meeting was held to approve voting items that were not approved at the October 25, 2018 Board Meeting due to lack of a quorum.

BOARD ROLL CALL:

Present: John Vergos, Acting Chair; Michael Fulton; Shelia Williams; Martin Lipinski; Robert Clark; Roquita Williams; Janice Holder; Kristen Bland

Absent: Tommy Pacello

Quorum: Yes

Staff: Lawson Albritton, Senior Administrative Officer; Linda Eskridge, Executive Office Manager; Nicole Lacey, Chief Communications Officer; John Lancaster, Director of Planning & Scheduling; Alvin Pearson, Chief Operations Officer; Gary Rosenfeld, Chief Executive Officer; Bernard Rudolph, Chief Financial Officer;

Guests: Keith Caldwell, WREG-TV; Justin Davis, MBRU; Charles Johnson, MBRU; Melissa Moon, WREG-TV; Johnnie Mosley, Citizens for Better Services; Barbara Mosley, Citizen; Marcella Shepherd, Boxtown Neighborhood Assoc.; Jeraldine Shepherd

Minutes of the September 27, 2018 Board Meeting were unanimously approved.

Agenda Items from the October 25, 2018 Board Meeting:

Consent Agenda Items:

- a. Resolution Authorizing Free Fares for Veterans on November 11 &12, 2018
– Res. No. 18-40

Discussion: There was no discussion on this item. Ms. Roquita Williams moved that Resolution No. 18-40 be approved and Mr. Clark seconded the motion. Resolution No. 18-40 PASSED unanimously.

Service and Development Items:

- a. Resolution to Approve December 2018 Service Improvements – Res. No. 18-41

Discussion: Acting Chair, John Vergos noted that the Board had gone through all the routes and talked about all the changes other than some time changes, but nothing was approved.

Mr. Lancaster did a short briefing on what was done with the routes. Mr. Lancaster stated that there were five routes with minor adjustments to similar routing. The routes with changes were:

- The 280 Express or Linden stop that goes to the new Amazon headquarters.
- The 28 that also serves the new Amazon headquarters.

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- Route 50 moved from Poplar Avenue to Central Avenue to serve The University of Memphis.
- Route 31 the frequency was doubled through the New Chicago neighborhood and it turned back short at Bellevue and north at Jackson/Vollintine and back up through New Chicago.
- Route 17 was extended over to the American Way Transit Center on the Saturday trips.

Mr. Lancaster noted that these are the only trips that had geographic changes. All the other changes were just on-time performance, timing adjustments, and changes made to frequencies to have more consistent cycle times. The changes are things that overall improve the service.

Mr. Vergos asked if there was any discussion from the Board before the speaker's comments. There was none.

Lawson Albritton introduced the two speakers for this agenda item.

Marcella Shephard, Boxtown Neighborhood Association - She thanked MATA and the Board for keeping the Route 30.

Johnnie Mosley, Citizens for Better Services -He commented that the new proposed services speak highly of how hard MATA is working to make a difference in the lives of bus riders across this city. He spoke about Memphis being one of the poorest cities in the country and how the people who are barely making it need their public transportation lifeline. Mr. Vergos thanked Mr. Mosley for his comments and for his 25 years of involvement in the Board meetings.

Mr. Vergos then commented on a sentiment brought up at the last Board meeting where a speaker asked why MATA doesn't cut the MATA budget (as opposed to making service changes). He spoke on behalf of the Board in stating that they feel comfortable that the budget is as low as it could possibly go and still maintain the service that we have. He assured attendees that the Board is always open to criticism and hopes the people who do criticize the Board will continue to help by going before the legislative bodies to get more funds because MATA is not a self-funding organization.

After no further comments, Ms. Roquita Williams moved that the resolution be approved, and Mr. Clark seconded the motion. Resolution No. 18-41 unanimously PASSED.

Finance Agenda Items:

- a. Resolution to Authorize the Chief Executive Officer to Enter into an Agreement with Ernst & Young LLP for the Development of a Response to the Volkswagen Diesel Settlement Request for Proposals – Res. No. 18-42

Discussion: Mr. Rosenfeld stated that this is an authorization to enter into an agreement with Ernst & Young on a continuing basis to get their assistance in development of a grant application to utilize the VW emissions settlement funds. Within the state of Tennessee \$47MM will be awarded and MATA would expect approximately \$4MM.

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The grant application is being managed by TDEC rather than TDOT and Ernst & Young has experience with these grant applications from across the country. MATA would like to enter into an agreement with Ernst & Young on a contingency basis with a minor expense up front of approximately \$2,000.

If Ernst & Young is successful and MATA is successful, they will be paid and if they're not successful, then MATA is not out of anything. *Mr. Clark moved that the resolution be put on the floor for discussion. Ms. Holder seconded the motion.* Mr. Vergos asked what is the maximum amount we hope to gain out of the grant? Mr. Rosenfeld stated that \$4 million is the maximum MATA expects based on the split. Mr. Rosenfeld went on to explain that school buses had been added to the equation along with trucks and a lot of other things that diluted the pot for public transportation. Where we thought we had the potential to replace up to half of our fleet with the electric vehicles, now it's looking like, if we're successful, it will be between three and four buses. Mr. Lipinski asked whether we know what percentage their fee will be. Mr. Rosenfeld stated that the proposal was 25% and we had negotiated it down to 16%. Mr. Fulton asked whether this is an opportunity for a local firm to get experience doing this. Mr. Rosenfeld explained that this is an unsolicited proposal from Ernst & Young and they have experience on a national stage with the Volkswagen settlement itself, so he believes that their insight into the scope of things is an advantage that we should do our best to latch onto. He also noted that small, local firms are not typically able to do contingency-based proposals and would want to be paid up front. Mr. Rosenfeld stated that this is a result of the Volkswagen emissions case that the California EPA brought forward, so, there's a national multi-billion-dollar settlement and \$47MM is Tennessee's share in this process. Mr. Rosenfeld stated that there has been a series of public meetings hosted by TDEC throughout the state, and MATA has been active in the meetings and active in the discussions. Mr. Rosenfeld stated that he thinks this is a good thing. Resolution No. 18-42 was unanimously PASSED.

Procurement Agenda Items:

- a. Resolution to Award a Contract to Freeland Automotive to Purchase Four SUV Service Vehicles – Res. No. 18-43

Discussion: Mr. Rosenfeld presented this resolution to the MATA Board. The resolution was to award a contract for the purchase of four SUV's to supplement MATA's field supervisor fleet that are well beyond their useful life and by bringing on some newer vehicles many efficiencies will be gained such as operating efficiencies, lowering overall operating costs, plus all sorts of other benefits that go along with owning new vehicles as compared to older, less efficient vehicles. MATA ask for approval of the Board to purchase four SUV's from Freeland Automotive at \$27,200 each for a total cost of \$108,800. These are capital funds not eligible for use under operating conditions. *Ms. Roquita Williams moved that the resolution be put on the floor for discussion. Ms. Shelia Williams seconded the motion.* Mr. Vergos asked if there was any discussion on the resolution and there was no further discussion. Resolution No. 18-43 was unanimously PASSED.

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Ms. Bland asked Mr. Rosenfeld if we weren't already purchasing some SUV vehicles. Mr. Rosenfeld replied that we did a few months ago and this is the next round. MATA is moving in that direction from a field supervision perspective as compared to the minivan concept. Ms. Bland asked Mr. Rosenfeld about the total amount of SUV's MATA will need before the end of the year or in 2019. Mr. Rosenfeld stated that he would get back with her regarding the number needed in 2019. He said it would probably be another half-dozen vehicles and added that MATA is trying to get on a regular replacement schedule as compared to bulk replacements. He cited the ability to come up with less capital as being easier. He also referenced the Transit Asset Management Plan MATA had submitted recently which will help drive or predict the capital needs and the basis of actual condition assessment of MATA assets as well.

SPEAKER(S)

There were no additional speakers

OLD/NEW BUSINESS:

Mr. Rosenfeld informed the Board about a meeting with the ad hoc committee with Shelby County at 3:00 today (10/30/18) at the Shelby County Commission on potential funding opportunities with the County. MATA staff will be present.

Mr. Rosenfeld stated that he would like to combine the November and December Board meetings to eliminate one as the charter requires the Board to hold 10 meetings within the calendar year. Mr. Rosenfeld suggested Tuesday, December 11th and Ms. Eskridge will confirm this date with the Board. Mr. Rosenfeld stressed the importance of having the meetings because when meetings are missed business cannot get done.

ADJOURNMENT

Mr. Vergos asked if there was any other discussion to come before the Board. After no further discussion, the meeting was adjourned.

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MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-44

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION

WHEREAS, The Federal Transit Administrator has been delegated authority to award Federal financial assistance for transportation projects under the Section 5307 program; and

WHEREAS, The grant for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs in the program; and

WHEREAS, The Memphis Area Transit Authority (MATA) has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS:

1. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman of MATA is authorized to execute and file an application for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in the financing of capital and operating assistance projects, and with the Tennessee Department of Transportation in accordance with the program of projects and budget. MATA has received authority from the City of Memphis to apply for Urbanized Area Formula Program assistance.
2. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant.
3. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute grant agreements on behalf of MATA.

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Res. No. 18-44

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

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MINUTES OF 12/11/18 ITEM IIIa

**MEMPHIS AREA TRANSIT AUTHORITY
 49 U.S.C. § 5307 FORMULA FUNDS
 AND STATE OPERATING ASSISTANCE
 PROGRAM OF PROJECTS AND BUDGET
 FISCAL YEAR 2019**

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Bus Facility Improvements	400,000	50,000	50,000	500,000
2. Computer Hardware and Software	80,000	10,000	10,000	100,000
3. Service Vehicles	80,000	10,000	10,000	100,000
4. Associated Transit Improvements	120,000	15,000	15,000	150,000
5. Paratransit Service	1,200,000	150,000	150,000	1,500,000
6. Preventive Maintenance	<u>9,400,000</u>	<u>1,175,000</u>	<u>1,175,000</u>	<u>11,750,000</u>
TOTAL CAPITAL	\$11,280,000	\$1,410,000	\$1,410,000	\$14,100,000
7. State Operating Assistance	\$ 0	\$6,319,900	\$ 0	\$ 6,319,900

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MINUTES OF 12/11/18 ITEM VIa



TO: MATA Board of Commissioners
FROM: Gary Rosenfeld, Chief Executive Officer
SUBJECT: Descriptions for Capital Projects on Grant Resolutions
DATE: December 11, 2018

MATA applies for grants annually as funds are appropriated/allocated by FTA, TDOT and the City of Memphis. FTA requires MATA to obtain Board approval prior to submitting the grant applications. Due to FTA appropriating funds under various sections of the Federal Transit Act, MATA has to apply for each program separately. This is the reason for having multiple grant resolutions.

FTA Section 5307 Formula Funds

Section 5307 Formula funds are apportioned to grantees on a formula based upon data as reported in the National Transit Database. The variables in the formula include measure such as passengers, passenger miles, revenue miles, population, and population density. The Federal funds cover 80% of the costs, and the remaining share is split between TDOT (10%) and the City of Memphis (10%).

MATA has the ability to allocate Section 5307 Formula funds to FTA-eligible projects. MATA proposes the following projects using Section 5307 funds for FY16:

1. Bus Facility Improvements – This includes any projects associated with repairs or rehabilitation of MATA bus facilities. Typical projects include roof repair or replacement, HVAC or other equipment repair or replacement, security systems, repaving and restriping parking lots, painting, plumbing and electrical repairs, etc.
2. Computer Hardware and Software – This includes any hardware and software for MATA’s IT system. Typical projects include computers, monitors, printers, servers, copiers, etc. and miscellaneous software.
3. Service Vehicles - MATA plans to use these funds for the purchase of new service vehicles to replace existing service vehicles that have met their useful service life.
4. Associated Transit Improvements – There are seven categories of eligible projects. MATA intends to use these funds for bus shelters and/or benches, trash receptacles, signage and pedestrian access/walkways.

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MINUTES OF 10/14/18 ITEM VIa

5. ADA Paratransit Service – FTA allows grantees to use 10% of their apportionment for operating costs associated with the provision of ADA paratransit service. MATA includes the use of these capital funds to cover operating costs of the MATAPlus operations.

6. Preventive Maintenance – FTA allows grantees to use their apportionments for eligible preventive maintenance costs. MATA charges costs such as maintenance-related labor costs, fringe benefits, services, materials and supplies, utilities, etc. to preventive maintenance. Fuel and insurance costs are ineligible for this category.

State Operating Assistance

TDOT allocates funds to transit systems in the state based upon a formula basis. TDOT requires grantees to provide a match equal to the state share. MATA counts the operating assistance received from the City of Memphis as this match.

FTA Section 5337 Formula State of Good Repair Funds

These funds are provided on a formula basis for fixed-guideway systems that are at least seven years old. All three lines of MATA's trolley system are seven years old, so these funds are available for eligible capital projects for MATA's entire trolley system. MATA plans to use these funds for eligible preventive maintenance costs as described under Section 5307 above as well as Rail Facility Improvements if there are remaining funds. Federal funds cover 80% of the costs, and the remaining share is split between TDOT (10%) and the City of Memphis (10%).

FTA Section 5339 Formula Bus and Bus Facilities Funds

These funds are provided on a formula basis by FTA for bus and bus facilities projects. MATA plans to use these funds for the purchase of revenue vehicles to replace revenue vehicles that have met their useful service life and for various bus facility improvements. Federal funds cover 80% of the costs, and the remaining share is split between TDOT (10%) and the City of Memphis (10%).

FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funds

These funds are provided on a formula basis by FTA to urbanized areas to 1) serve the special needs of transit-dependent populations beyond traditional public transportation service where public transportation is insufficient, inappropriate, or unavailable; 2) funds projects that exceed the requirements of the Americans with Disabilities Act; 3) funds projects that improve access to fixed-route service and decrease reliance on complementary paratransit service; and 4) funds projects that are alternatives to public transportation. The funds can be used for operating projects or capital projects. MATA plans to use the FY19 funds for capital projects.

MATA has been designated the recipient of the Tennessee portion of formula funds appropriated to the Memphis Urbanized Area. MATA may solicit proposals from interested parties for these funds for capital projects; however, this is not required.

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MINUTES OF 12/11/18 ITEM VIIa

Once the projects have been selected for award, Staff will request the MATA Board's approval. Federal funds cover 80% of the capital costs, and the remaining share is split between TDOT (10%) and the proposer (10%).

Congestion Mitigation and Air Quality (CMAQ) Funds

Earlier this year, MATA was selected by TDOT to receive CMAQ funds totaling \$13,900,000 for the purchase of 10 electric buses and the necessary infrastructure improvements associated with the buses. TDOT also approved \$6,000,000 in operating assistance which will cover operating expenses for the first three years of service once the electric buses are placed into revenue operations. The CMAQ funds will be transferred from the Federal Highway Administration (FHWA) to FTA who will provide 80% of the costs. The City of Memphis will provide the 20% non-Federal matching share.

Transportation Alternatives Program (TAP) Funds

The Memphis Metropolitan Planning Organization awarded MATA TAP funds for four projects: 1) Superstop Enhancements; 2) Bicycle Access to Transit; 3) Bus Bicycle Rack Replacement; and 4) Transit Stop Enhancements. The TAP funds will be transferred from FHWA to FTA who will provide 80% of the costs. The City of Memphis will provide the 20% non-Federal matching share.

Surface Transportation Block Grant (STBG) Funds

The Memphis Metropolitan Planning Organization awarded MATA additional STBG funds totaling \$1,000,000 for Transit Centers and Super Stops. This is the second award of STBG funds for this project, and the amount is the same as the first award. The STBG funds will be transferred from FHWA to FTA who will provide 80% of the costs. The City of Memphis will provide the 20% non-Federal matching share.

Let me know if you have questions.

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road
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MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-45

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ADMINISTRATION OF THE UNITED STATES
DEPARTMENT OF TRANSPORTATION, FOR
FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C.
CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED
BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TENNESSEE DEPARTMENT OF
TRANSPORTATION

WHEREAS, The Federal Transit Administrator has been delegated authority to award Federal financial assistance for transportation projects under the Section 5337 program; and

WHEREAS, The grant for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs in the program; and

WHEREAS, The Memphis Area Transit Authority (MATA) has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS:

1. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman of MATA is authorized to execute and file an application for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in the financing of capital assistance projects, and with the Tennessee Department of Transportation in accordance with the program of projects and budget.
2. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant.
3. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute grant agreements on behalf of MATA.

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

Res. No. 18-45

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MEMPHIS AREA TRANSIT AUTHORITY
 49 U.S.C. § 5337 STATE OF GOOD REPAIR FUNDS
 PROGRAM OF PROJECTS AND BUDGET
 FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Preventive Maintenance for Rail System	\$1,160,000	\$145,000	\$145,000	\$1,450,000
2. Rail Facility Improvements	<u>200,000</u>	<u>25,000</u>	<u>25,000</u>	<u>250,000</u>
Total	\$1,360,000	\$170,000	\$170,000	\$1,700,000

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MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-46

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ADMINISTRATION OF THE UNITED STATES
DEPARTMENT OF TRANSPORTATION, FOR
FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C.
CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED
BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TENNESSEE DEPARTMENT OF
TRANSPORTATION

WHEREAS, The Federal Transit Administrator has been delegated authority to award Federal financial assistance for transportation projects under the Section 5339 program; and

WHEREAS, The grant for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs in the program; and

WHEREAS, The Memphis Area Transit Authority (MATA) has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS:

1. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman of MATA is authorized to execute and file an application for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in the financing of capital assistance projects, and with the Tennessee Department of Transportation in accordance with the program of projects and budget.
2. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant.
3. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute grant agreements on behalf of MATA.

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MEMPHIS AREA TRANSIT AUTHORITY

MINUTES OF 12/11/18 ITEM VIC

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

Res. No. 18-46

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

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Telephone: 901-722-7100. www.matatransit.com

MINUTES OF 12/11/18 ITEM Vtc

MEMPHIS AREA TRANSIT AUTHORITY
49 U.S.C. § 5339 BUS AND BUS FACILITIES FUNDS
PROGRAM OF PROJECTS AND BUDGET
FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Up to 30 Revenue Vehicles	\$1,080,000	\$135,000	\$135,000	\$1,350,000
2. Bus Facility Improvements	<u>160,000</u>	<u>20,000</u>	<u>20,000</u>	<u>200,000</u>
Total	\$2,240,000	\$155,000	\$155,000	\$1,550,000

MEMPHIS AREA TRANSIT AUTHORITY

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MINUTES OF 12/11/18 MEMPHIS AREA TRANSIT AUTHORITY Vtd

MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-47

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION

WHEREAS, The Federal Transit Administrator has been delegated authority to award Federal financial assistance for transportation projects under the Section 5310 program; and

WHEREAS, The grant for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs in the program; and

WHEREAS, The Memphis Area Transit Authority (MATA) has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS:

1. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman of MATA is authorized to execute and file an application for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in the financing of capital and operating assistance projects, and with the Tennessee Department of Transportation in accordance with the program of projects and budget.

2. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant.

3. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute grant agreements on behalf of MATA.

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MINUTES OF 12/14/18 ITEM III

Res. No. 18-47

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

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MINUTES OF 12/11/18 ITEM VIa

MEMPHIS AREA TRANSIT AUTHORITY

49 U.S.C. § 5310

ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM FUNDS

PROGRAM OF PROJECTS AND BUDGET

FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Capital Projects	<u>\$800,000</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$1,000,000</u>
Total	\$800,000	\$100,000	\$100,000	\$1,000,000

MEMPHIS AREA TRANSIT AUTHORITY

MINUTES OF 12/11/18 ITEM VIIe

1370 Levee Road

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MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-48

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, The Federal Transit Administrator has been delegated authority to award Federal financial assistance for transportation projects under the Congestion Mitigation and Air Quality program, the Transportation Alternatives Program, and the Surface Transportation Block Grant program; and

WHEREAS, The grant for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs in the program; and

WHEREAS, The Memphis Area Transit Authority (MATA) has or will provide all annual certifications and assurances to the Federal Transit Administration required for the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS:

1. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman of MATA is authorized to execute and file an application for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in the financing of capital and operating assistance projects in accordance with the program of projects and budget.
2. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant.
3. That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman is authorized to execute grant agreements on behalf of MATA.

* * * * *

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

Res. No. 18-48

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road

Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MINUTES OF 12/11/18 ITEM VIe

MEMPHIS AREA TRANSIT AUTHORITY
49 U.S.C. CONGESTION MITIGATION AND AIR QUALITY FUNDS
PROGRAM OF PROJECTS AND BUDGET
FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Up to 10 Electric Buses and Necessary Infrastructure	\$11,120,000	\$ 0	\$2,780,000	\$13,900,000
2. Operating Costs for Electric Vehicle Service	<u>4,800,000</u>	<u>0</u>	<u>1,200,000</u>	<u>6,000,000</u>
Total	\$15,920,000	\$ 0	\$3,980,000	\$19,900,000

MEMPHIS AREA TRANSIT AUTHORITY

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MINUTES OF 12/11/18 ITEM VTe

MEMPHIS AREA TRANSIT AUTHORITY
 49 U.S.C. TRANSPORTATION ALTERNATIVE PROGRAM FUNDS
 PROGRAM OF PROJECTS AND BUDGET
 FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Super Stop Enhancements	\$400,000	\$ 0	\$100,000	\$500,000
2. Bicycle Access to Transit	120,000	0	30,000	150,000
3. Bus Bike Rack Replacement	19,845	0	4,962	24,807
4. Transit Stop Enhancements	<u>152,337</u>	<u>0</u>	<u>38,084</u>	<u>190,421</u>
Total	\$692,182	\$ 0	\$173,050	\$865,228

MEMPHIS AREA TRANSIT AUTHORITY

MINUTES OF 12/11/18 ITEM VIe

1370 Levee Road

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MEMPHIS AREA TRANSIT AUTHORITY
49 U.S.C. SURFACE TRANSPORTATION BLOCK GRANT FUNDS
PROGRAM OF PROJECTS AND BUDGET
FISCAL YEAR 2019

<u>PROJECT</u>	<u>FEDERAL SHARE</u>	<u>STATE SHARE</u>	<u>LOCAL SHARE</u>	<u>TOTAL SHARE</u>
1. Transit Centers and Super Stops	\$800,000	\$ 0	\$200,000	\$1,000,000
Total	\$800,000	\$ 0	\$200,000	\$1,000,000

MEMPHIS AREA TRANSIT AUTHORITY

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MINUTES OF 12/11/18 ITEM VII

MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS
RESOLUTION NO. 18-49

RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS/OBSOLETE PARTS

WHEREAS, The Memphis Area Transit Authority (MATA) has surplus/obsolete parts that are no longer useful to the Authority listed in Exhibit A; and

WHEREAS, It is in the best interest of MATA to dispose of said parts; and

WHEREAS, Said parts shall be disposed by vendor credit, written bids, electronic bids, trade-in, FTA transfer, negotiated sale price or by public auction; and

WHEREAS, If MATA is unsuccessful in disposing of said parts in the manner stated above, then they may be sold as scrap or discarded; and

WHEREAS, Staff recommends that personnel employed by Mid-South Transportation Management, Inc. or First Transit, Inc. not be permitted to bid on any of the items sold by MATA.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS, That the Purchasing Department is hereby authorized to dispose of the surplus/obsolete parts by vendor credit, written bids, electronic bids, trade-in, FTA transfer, negotiated sale price or by public auction.

BE IT FURTHER RESOLVED, That personnel employed by Mid-South Transportation Management, Inc. or First Transit, Inc. are not be permitted to bid on any of the items sold by MATA.

BE IT FURTHER RESOLVED, That if the aforementioned methods of disposing of said parts are unsuccessful, they may be sold as scrap or discarded.

* * * * *

Res. No. 18-49

Motion: Made By: Martin Lipinski

SECONDED: Tommy Pacello

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road
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MINUTES OF 12/11/18 ITEM VII

EXHIBIT A

Swift EMB22 Lift
Corchi TS Tire Leak Tester
Tire Repair Cage
Coats HIT 5000 Tire
Machine
Tennant 550 Scrubber
Jib Crane
Jib Crane
Jib Crane
Jib Crane
Chop saw
Table saw
Drill press
Band saw
Rail Joints 115 lb. short rail sections + joint bars, approx. 160 of these

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MINUTES OF 12/11/18 ITEM 13a

MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-50

RESOLUTION TO AWARD A CONTRACT TO FOR THE PURCHASE OF 15 REAR-LOADING & FIVE SIDE-LOADING WHEELCHAIR - ACCESSIBLE VANS

WHEREAS, The Memphis Area Transit Authority (MATA) is a public agency responsible for providing public transportation services within the City of Memphis and surrounding communities; and

WHEREAS, MATA solicited proposals from vendors for purchasing up to 35 wheelchair-accessible vans for MATAPlus service; and

WHEREAS, Proposals for the vans were solicited in accordance with MATA’s Procurement Manual including formal advertisement; and

WHEREAS, Three proposals were received and evaluated by the Evaluation Committee; and

WHEREAS, MATA has capital funds available for this procurement; and

WHEREAS, During the evaluation process, staff decided to reduce the number of vans being procured to 15 rear-loading vans and five side-loading vans; and

WHEREAS, The Evaluation Committee recommends that a contract be awarded to Alliance Bus Group, Inc. for the purchase of 15 rear-loading wheelchair – accessible vans at a price of \$64,207 each for a total of and five side-loading wheelchair - accessible vans at a price of \$64,207 each for a total of \$1,284,140 and a delivery time of 200 days from Notice to Proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS, That a contract is awarded to Alliance Bus Group, Inc. for the purchase of 20 new wheelchair-accessible vans at a total price of \$1,284,140 based upon the unit prices stated above and a delivery time of 200 days from Notice to Proceed.

BE IT FURTHER RESOLVED, That the Chief Executive Officer, Chief Administrative Officer, Chairman or Vice-Chairman be authorized to execute the necessary contract documents.

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road
Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MINUTES OF 12/11/18 ITEM IXa

Res. No. 18-50

Motion: Made By: Tommy Pacello

SECONDED: Robert Clark

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 30, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

1370 Levee Road
Memphis, TN 38108

Telephone: 901-722-7100 www.matatransit.com

MINUTES OF 12/11/18 ITEM IXa



TO: The MATA Board of Commissioners

FROM: Gary Rosenfeld, Chief Executive Officer

DATE: December 11, 2018

SUBJECT: RFP# 19-03 - Purchase of 15 Rear-Loading & Five Side-Loading Wheelchair – Accessible Vans

MATA solicited proposals for the purchase of 18 Rear-Loading & 17 Side-Loading wheelchair - accessible vans for MATAPlus service to replace vehicles that have met their useful service life.

A Request for Proposals (RFP) was mailed to 22 vendors for this procurement, and it was formally advertised. A DBE goal was not assigned since FTA regulations require Transit Vehicle Manufacturers (TVM) to submit their own goals to FTA and be on FTA’s TVM list.

MATA received three proposals (from Alliance Bus Group, Inc. and Mid-South Bus Center, Inc. and Prime-Time Specialty Vehicles, Inc.), and all three proposers are proposing Ford Transit Vans. The Evaluation Committee evaluated the proposals based upon the criteria established in the RFP. MATA requested these companies to clarify various issues then requested their Best and Final Offer and reduced the number of vans to 15 rear-loading and five side-loading. Their final price for each van and delivery schedule from Notice to Proceed was:

<u>Proposer</u>	<u>Unit Price</u> <u>Rear-Loading</u>	<u>Unit Price</u> <u>Side-Loading</u>	<u>Extended</u> <u>Price</u>	<u>Delivery</u> <u>from NTP</u>
Alliance Bus Group, Inc.	\$64,207	\$64,207	\$1,284,140	200 days NTP
Mid-South Bus Center, Inc.	\$67,161	\$67,039	\$1,342,610	125 days NTP
Prime-Time Specialty Vehicles	\$74,000	\$74,000	\$1,480,000	120-250 days

These prices and delivery schedules were then presented to the Evaluation Committee and added to their scores for the evaluation criteria. The points received by each proposer out of a possible total of 400 were:

<u>Proposer</u>	<u>Points</u>
Alliance Bus Group, Inc.	291
Mid-South Bus Center, Inc.	284
Prime-Time Specialty Vehicles, Inc.	288

MEMPHIS AREA TRANSIT AUTHORITY

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MINUTES OF 12/11/18 ITEM IXa

Memo

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MATA determined Alliance and Prime-Time Specialty vehicles to be responsive and responsible and their prices to be fair and reasonable. Mid-South Bus Center was determined to be non-responsive because they could not provide the air-conditioning system specified by MATA.

This procurement is being awarded based upon the best value method. The Evaluation Committee recommends a contract be awarded to Alliance Bus Group, Inc. for the purchase of 20 wheelchair – accessible vans at a total cost of \$1,284,140 with a delivery schedule of 200 days of Notice to Proceed.

MEMPHIS AREA TRANSIT AUTHORITY
BOARD OF COMMISSIONERS

RESOLUTION 18-51

RESOLUTION TO APPROVE & AMEND TRANSLOC TECHNOLOGY LICENSE & SERVICE AGREEMENT

WHEREAS, On July 2, 2014, the Memphis Area Transit Authority (MATA) entered into a pilot project for Bus and Transit Tracking which included a Technology License and Services Agreement (AGREEMENT) with TransLoc Inc. (TRANSLOC); and

WHEREAS, The \$46,200 total for the initial annual fee and the subsequent renewals fell below the threshold for Board approval; and

WHEREAS, It is necessary to approve Amendment 2 to the AGREEMENT, effective December 1, 2018 to:

1. Extend the term of the AGREEMENT by two (2) years, to expire on November 30, 2020; and
2. Replace the existing Exhibit C (Licensed Services & Payment Schedule) with the attached Exhibit C; and

WHEREAS, The MATA staff has reviewed TRANSLOC's proposal and negotiated a price of \$137,160 for a two-year extension expiring on November 30, 2020, which staff has determined to be reasonable; and

WHEREAS, Operating funds are available for this procurement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS AREA TRANSIT AUTHORITY BOARD OF COMMISSIONERS, That the initial contract amount of \$46,200 and Amendment 2 to the contract with TRANSLOC in the amount of \$137,160, is approved for a combined total of \$183,360.

BE IT FURTHER RESOLVED, That the Chief Executive Officer, or Chairman or Vice-Chairman of the MATA Board of Commissioners is authorized to execute the necessary documents for this procurement.

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Res. No. 18-51

Motion: Made By: Tommy Pacello

SECONDED: Martin Lipinski

Present: John Vergos; Shelia Williams; Martin Lipinski; Robert Clark; Janice Holder; Kristen Bland; Tommy Pacello

NAY: None

Approved: December 11, 2018

Absent: Michael Fulton; Roquita Williams

MEMPHIS AREA TRANSIT AUTHORITY

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AMENDMENT 2

This Second Amendment to the Technology License and Service Agreement is entered into between TransLoc Inc. and Memphis Area Transit Authority ("Customer").

The parties entered into the Technology License and Service Agreement dated July 2nd, 2014 (the "Agreement"), for Customer to license TransLoc's proprietary vehicle tracking and passenger information service.

It is mutually understood and agreed between the undersigned contracting parties to amend the Agreement as follows:

1. Reference Section 6.1, "Term and Termination." Effective December 1, 2018, the term of this Agreement is extended by two (2) years, to expire on November 30, 2020, subject to the terms and conditions of the Agreement, and the payment schedule below.
2. Reference Exhibit C: Licensed Services and Payment Schedule. Effective December 1, 2018, Exhibit C will be deleted in its entirety and replaced with the attached Exhibit C.

All other terms and conditions of the Agreement that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to the Agreement to be executed by and through their duly authorized representatives and effective when the last party signs.

TransLoc Inc.

By: [Signature]

Name: Doug Kaufman

Title: Chief Executive Officer

Date: 11/5/18

Email: admin@transloc.com

Phone: 888-959-3120 x105

Memphis Area Transit Authority

By: [Signature]

Name: GARY ROSENFELD

Title: CEO

Date: 11/2/2018

Email: _____

Phone: _____

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 Memphis, TN 38108
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**EXHIBIT C
 PAYMENT SCHEDULE**

This Exhibit C incorporates the Agreement between TransLoc and Customer.

TRANSLOC PRODUCTS & SERVICES

PRODUCTS:	TransLoc RealTime (Integration w/OrbCad), TransLoc Rider	
PRODUCT/SERVICE	# OF VEHICLES	TOTAL YEARLY RATE
TransLoc RealTime	126	Renewal Year 1: \$16,200* Renewal Year 2: \$120,960*
TransLoc Rider	Included	\$0
TOTAL		\$137,160*

Terms

Standard payment terms: Net 30 to be billed annually

Additional vehicles can be added during the first year for a monthly fee of \$10.71 per vehicle, per month. Additional vehicles can be added during the second year for a monthly fee of \$80.00 per vehicle, per month. If necessary, hardware for additional vehicles will be billed at the then current retail price for TransLoc GPS hardware or \$1,000, whichever is less, plus a \$250 installation fee.

Renewal Year 1: \$16,200* for December 1, 2018- November 30, 2019
 Renewal Year 2: \$120,960* for December 1, 2019 - November 30, 2020

*The Renewal Year 1 and 2 amounts of \$137,160 will be put forward by the Customer for approval by the Memphis Area Transit Board on December 11, 2018. If the Board does not approve the Renewal Year 1 & 2 amounts, TransLoc will bill the Customer in the amount of \$158,760 as the Renewal Year 1 rate instead of \$16,200.

Technology License and Services Agreement

This Technology License and Services Agreement, together with the Exhibits hereto (this "Agreement") is made as of Effective Date, by and between TransLoc Inc. ("TransLoc"), a North Carolina corporation, located at 4505 Emperor Blvd, Ste 120, Durham, NC 27703 and the Customer set forth below:

Customer is Memphis Area Transit Authority, with a principal place of business at 1370 Levee Rd., Memphis, TN 38108-1011.

TransLoc provides a Service (as defined below). Customer wishes to license the Service in accordance with the terms of this Agreement for use at facility listed in Exhibit C ("Facility"). Pursuant to the terms of this Agreement, TransLoc agrees to make the Service available to Customer. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- 1.1. "Equipment" means the automatic vehicle location (AVL) hardware on Customer's vehicle fleet maintained by the Customer or the Customer's AVL provider.
- 1.2. "Service" means the vehicle tracking and passenger information services provided by TransLoc through certain proprietary software.

2. Licensed Services, Fees and Payment.

- 2.1. Licensed Services. Subject to payment of the applicable fees and Customer's compliance with its responsibilities under this Agreement, TransLoc will provide Customer with licensed Services for use solely at the Facility in accordance with the terms of this Agreement. In consideration for the payment of the fees, TransLoc grants Customer a limited, non-exclusive, non-transferable license during the term of this Agreement to use the Service, solely for Customer's business purposes and subject to the terms and conditions of this Agreement.
- 2.2. Payment, Taxes and Procedures. All fees will be due and payable within thirty (30) days of the invoice date unless stated otherwise in Exhibit C. All amounts paid are nonrefundable. Customer will pay all fees in U.S. dollars, and payments shall be sent to the address indicated on the invoice, or as otherwise instructed by TransLoc. All payments not submitted when due will be subject to interest at the monthly rate of one percent (1%), or, if lower, the maximum amount allowed by applicable law, calculated from the date when payment becomes overdue until payment is received by TransLoc. TransLoc may withhold Services or terminate this Agreement if Customer fails to pay. In such a case, Customer may be charged a fee for reinstatement of the Service. Customer shall be responsible for the costs of collecting amounts past due under this Agreement, including reasonable attorney's fees. Prices do not include applicable state and local sales, use and other taxes. Customer shall be responsible for such taxes or will provide proof of tax exemption.

3. Disclaimer and Acknowledgement.

- 3.1. Disclaimer. TRANSLOC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRANSLOC MAKES NO REPRESENTATION OR WARRANTY THAT THE TRANSLOC SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE.
- 3.2. Customer Acknowledgement. Customer understands and agrees that: (i) the Service is an information tool only and is not a substitute for competent management and oversight of Customer's transportation

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system and personnel; and (ii) the Service is a tool to assist Customer in the management, location and inventory of Customer's transportation resources.

- 3.3. **Equipment Disclaimer.** Customer understands and agrees that (a) the Service is dependent on the data, generated by the Equipment, delivered to TransLoc by the Customer or Customer's suppliers; (b) TransLoc has no control over the functioning of the Equipment; and (c) the Customer or Customer's AVL provider is solely responsible for the maintenance, upkeep, cost, assessment, and all other responsibilities related to the Equipment and delivery of Equipment data to TransLoc. Customer understands and agrees that the Service may provide misleading or inaccurate information with respect to the location, time, status, availability or existence of certain resources used in connection with the Service in the event proper, accurate, and timely data from the Equipment is not provided to TransLoc.
- 3.4. **SMS Fees.** To the extent the Service includes text messaging feature, the availability of the TransLoc's SMS feature is dependent on TransLoc's messaging provider. The SMS market is going through changes. If TransLoc's messaging provider is no longer able to serve TransLoc, TransLoc will attempt to contract with another messaging provider. Customer acknowledges that a change in the messaging provider would result in a change in the short code used by the Customer and Customer's riders. If the fees charged by the messaging provider to TransLoc increases more than the Consumer Price Index, TransLoc will pass on the new fees to the Customer, and if the new fees are not acceptable, TransLoc would terminate the SMS feature.

4. **Liability.**

- 4.1. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE, EVEN IF TRANSLOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- 4.2. **Damages.** IN NO EVENT SHALL TRANSLOC'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EXCEED AN AMOUNT EQUAL TO THE RECURRING FEES PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

5. **Ownership and Intellectual Property.**

- 5.1. **General.** Customer agrees that TransLoc is the sole and exclusive owner of all rights, title and interest including but not limited to copyright, patent, trademark, trade secret, and all other intellectual and industrial property rights, in the licensed Services (including but not limited to the look and feel, designs, algorithms, databases structures, methodologies, and know-how associated with the licensed Services) and any updates, upgrades, and all improvements, customizations and enhancements thereto created in the course of this Agreement. Customer shall not attempt to access any data underlying the Service through reverse engineering, hacking, or other similar means which circumvent any services provided by TransLoc.
- 5.2. **Aggregate Data.** Customer agrees that TransLoc may from time to time: (i) analyze and compile data related to Customer's use of the Services for the sole purpose of creating aggregate data (the

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"Aggregate Data") that does not contain any information that identifies Customer, and (ii) use the Aggregate Data for TransLoc's own purposes and without restriction, including, but not limited to, using the Aggregate Data in conjunction with data from other sources to create aggregate statistical data.

6. Term and Termination.

6.1. Term. This Agreement commences on the Effective Date and will remain in effect for an initial period of one (1) year from the go-live date (completion of Phase II of implementation). Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least ninety (90) days prior to the end of the initial term or any renewal term. Upon termination or expiration of this Agreement for any reason, the Customer's license for licensed Services shall automatically terminate. Termination of this Agreement shall not relieve Customer of its obligation to pay monies due TransLoc.

6.2. Termination for Breach. Either party may terminate this Agreement if the other party materially breaches any of the terms and conditions of this Agreement and such breach is not cured within ninety (90) days of written notice.

6.3. Survival. Customer's obligation to pay fees for activities preceding expiration or termination of this Agreement shall survive expiration or termination hereof. The terms provided in Sections 1, 2.2, 3.2, 3.3, 4, 5, 6, 7 and 8 of this Agreement shall survive any termination of this Agreement.

7. Confidentiality.

7.1. General. "Confidential Information" means any information or data that is disclosed by or on behalf of one party (a "Disclosing Party") to the other party (a "Receiving Party") pursuant to this Agreement. The Customer shall grant access to the password protected portions of the Service to their employees only and not to any third party without TransLoc's approval. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.

7.2. Nondisclosure. A Receiving Party agrees: (a) to hold the Disclosing Party's Confidential Information in strict confidence; and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.

7.3. Injunctive Relief. Each party acknowledges and agrees that any violation of this Article or of the intellectual property rights of TransLoc or of any party that has provided Confidential Information to TransLoc, may cause the Disclosing Party irreparable injury for which the Disclosing Party would have no adequate remedy at law, and that the Disclosing Party shall be entitled to preliminary and other injunctive relief against the Receiving Party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that Disclosing Party shall have at law or in equity.

7.4. Return. Upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.

8. Other Provisions.

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MINUTES OF 12/11/18 ITEM IXb

- 8.1. **Notices.** Any notice permitted hereunder shall be sufficiently given if delivered in person, sent by facsimile, by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the applicable party as set forth on the signature page, and such notice shall be deemed to have been given when so delivered, sent by facsimile or mailed. Notices by e-mail are allowed and shall be deemed to have been given when so acknowledged by the receiving party.
- 8.2. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise.
- 8.3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, without reference to any choice of law principles of such state, and will not be construed in accordance with the United Nations Convention for International Sales of Goods.
- 8.4. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, shall be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association ("AAA"). Arbitration shall occur in Raleigh, NC. The arbitration shall be conducted under the rules of the AAA. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 8.5. **Force Majeure.** Neither party shall be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond its reasonable control.
- 8.6. **Integration.** This Agreement constitutes the entire agreement between the parties as to the matters hereunder and supersedes all prior negotiations, proposals, discussions, representations, agreements, or understanding between the parties concerning the subject matter hereof. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control, unless otherwise expressly stated in an Exhibit.
- 8.7. **Amendment and Waiver.** This Agreement may only be modified by an agreement in writing signed by both parties. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.
- 8.8. **Severability.** If any term, provision or condition of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall be unimpaired and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable.
- 8.9. **Relationship.** TransLoc and Customer shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between TransLoc and Customer.
- 8.10. **Document.** Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the exhibits hereto shall be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc
By: Doug Kaufman
Name: Doug Kaufman
Title: CEO
Date: 7/2/14
Address: 4505 Emperor Blvd, Ste 120
Durham, NC 27703
Attention: General Manager
E-mail: admin@transloc.com

Customer
By: Thomas D. Fox
Name: Thomas D. Fox
Title: Interim General Manager
Date: 6/23/2014
Address: 1370 Levee Road
Memphis, TN 38108-1011
Attention: General Manager
Email: LesKridge@matatransit.com

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MINUTES OF 12/11/18 ITEM IXb

**EXHIBIT A:
IMPLEMENTATION SERVICES**

This Exhibit A incorporates the preceding attached Agreement between TransLoc and Customer.

Deployment of the Transit Visualization System consists of the following tasks.

1.1. Notice to Proceed. The implementation begins when TransLoc receives the initial payment associated with this Agreement.

1.2. Data from Equipment. Data should be delivered by Customer to TransLoc in the following fashion:

- The current location of all buses, whether in service or not, in the form of
 - a latitude and longitude (in decimal degrees),
 - a speed (in knots), and
 - a heading (0-359 in degrees);
 - vehicle call number;
 - vehicle route assignment.
- Data provided should be accurate to within 20 seconds of the buses' actual locations; and
- Delivery of the data shall be based on specification as provided by TransLoc.

1.3. Web Server Deployment & Configuration. TransLoc will set up and configure web and database servers to provide TVS access to the Customer and public users.

1.4. Training. TransLoc will provide fleet administrators with instructional materials and train them to use the TVS Manager.

1.5. Verification & Acceptance. The system is tested by TransLoc and approved by the Customer before being made publicly available.

**EXHIBIT B:
SUPPORT AND MAINTENANCE**

1. SUPPORT HOURS AND DESIGNATED PERSONNEL

- (a) *Support Hours.* TransLoc will provide email and telephone support to assist Customer personnel in using the Service and in reporting suspected deviations from the Service ("Errors"). Support will be provided from 9 a.m. to 5 p.m. EST, M-F, excluding regular holidays. Errors after hours can be reported via a special web interface which will then dispatch the incident to a standby engineer.
- (b) *Designated Personnel.* Support shall be provided by TransLoc to up to three (3) designated personnel of Customer who have undergone training on use of the Service. Customer will act as the first level of support for users of Service offered to Customer (e.g. transit riders and other departments in Customer's organization) and TransLoc will provide second level help desk support to Customer.

2. MAINTENANCE AND UPGRADES

- (a) *Errors.* TransLoc will use reasonable efforts to correct Errors in the Service when such Errors are reported to TransLoc, in accordance with the service levels below. TransLoc does not warrant that all Service Errors will be corrected.
- (b) *Service Upgrades.* TransLoc will provide upgrades to the Service ("Upgrades") that TransLoc generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where TransLoc provides new features to Customer at no charge, the continued availability of such features is not guaranteed or warranted by TransLoc and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the TransLoc software may require the purchase of the appropriate hardware upon which the features depend.

3. SERVICE LEVELS

- (a) *Availability of Service.* TransLoc will take commercially reasonable measures to maximize the availability of the Service to Customer. From time to time, the Service will be unavailable for system maintenance and TransLoc will attempt to give Customer prior notice.
- (b) *Classification.* TransLoc support personnel will qualify and document reported Errors and will create a response plan to address the Errors if not resolved when reported. If an immediate response is not available for a reported issue, the expected level of service is qualified by the criticality and complexity of the issue. The following definitions apply to the qualification of an issue.
- Critical:** Error causes a majority of the Service to be down and unusable, resulting in total disruption of work or other critical business impact.....no workaround is available.
- High:** Error causes major feature/function failure.....operations are severely restricted.....A workaround is available.
- Medium:** Error causes minor feature/function failure....minor impact on usage, acceptable workaround deployed.
- Low:** Minor Error or requested enhancement....general information, documentation error, software modification request.
- (c) *TransLoc Responsibilities.* Once TransLoc customer support receives a support request, a customer support engineer will provide feedback to Customer that the request has been logged and assigned to the

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appropriate engineer. The exact response will vary depending on the issue and the response time will commence as soon as practicable after the support request is received.

TransLoc will use best commercial efforts to meet the following targets for response and resolution to reported Errors. A response is measured from the time that an Error is reported (by phone for Critical and High Errors) and all supporting detail has been provided. A Resolution is an answer, fix, or a workaround to the support request. TransLoc will provide continuous resources to address Critical or High Errors until resolved.

Type of Error	Response Target	Resolution Target	Nature of Resolution
Critical	2 business hours	4 business hours	workaround is provided, patch is provided, fix incorporated into future release
High	4 business hours	2 business days	workaround is provided, patch is provided, fix incorporated into future release
Medium	1 business day	10 business days	answer to question(s) provided, workaround is provided, fix incorporated into future release
Low	3 business days	Next release	answer to question and/or workaround or fix is provided. Enhancements implemented at TransLoc's discretion.

4. CUSTOMER RESPONSIBILITIES

(a) The successful operation of the Service is dependent on Customer's use of proper procedures and input of correct data. Customer will be responsible for the accurate management of the buses in TVS Manager, including proper assigning of all buses and routes via existing Equipment so that the TVS Website reflects the accurate state of the transit system.

5. MISCELLANEOUS

(a) *Back-up Responsibilities.* TransLoc shall protect and backup, for a minimum of 60 days, any Service configuration settings, any Customer provided data that has been modified for use by the Service, and any new data produced by the Service itself. Customer agrees that it shall have the sole responsibility for protecting and backing up the data (e.g. route information, stop locations, departure schedules) used in connection with the Service.

(b) *Reinstatement.* In the event Customer terminates or does not pay for Support and Maintenance, and wishes to subsequently reinstate Support and Maintenance, Customer must pay the fees which would have applied during the period of non-Support and Maintenance and bring the Service up to the most current release.

(c) *Additional Services.* TransLoc will not be obligated to provide any services other than those set forth in this Schedule ("Additional Services"). Unless otherwise agreed, Customer shall pay TransLoc at then-current rates for Additional Services provided, including, but not limited to: (i) on-site service and related travel expenses; (ii) installation, data conversion, system integration or other consulting services; (iii) service or maintenance of third-party software; (iv) services caused by Customer's fault, misuse, negligence or failure to perform Customer responsibilities; (v) services caused by a malfunction of or problem with any product or goods other than those licensed by Customer from TransLoc; or (vi) services caused by the use by Customer of any version of the Service other than the current version.

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EXHIBIT C:
LICENSED SERVICES AND PAYMENT SCHEDULE

This Exhibit C incorporates the preceding attached Agreement between TransLoc and Customer.

Facility: Memphis Area Transit Authority

Licensed Services for use solely at the Facility:

- Transit Visualization System ("TVS") – passenger information system
 - TVS Website - allows riders to access TVS by using a web browser
 - TVS Mobile – allows riders to access TVS by using web-enabled mobile devices
 - TVS Apps – allows riders to access TVS by using the TransLoc iPhone or Android app
 - TVS SMS – allows riders to access TVS by using the TransLoc text messaging service
 - TVS LiveDisplay (*) – TVS formatted for display on large displays
 - TVS Manager – tool to manage TVS, monitor fleet performance, and view reports

(*) Customer is responsible for procuring, installing, and maintaining the display hardware.

	Price
Implementation and one integration with OrbCAD	\$15,000
TransLoc Service	\$15,000/year for 126 buses
Payment Terms: Net 30	

Additional vehicles

Additional vehicles utilizing the same integration with OrbCAD can be added for \$120/year.

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EXHIBIT C
PAYMENT SCHEDULE

This Exhibit C incorporates the Agreement between TransLoc and Customer.

TRANSLOC PRODUCTS & SERVICES

PRODUCTS:	TransLoc RealTime (Integration w/OrbCad), TransLoc Rider
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PRODUCT/SERVICE	# OF VEHICLES	TOTAL YEARLY RATE
TransLoc RealTime	126	Renewal Year 1: \$16,200* Renewal Year 2: \$120,960*
TransLoc Rider	Included	\$0
TOTAL		\$137,160*

Terms

Standard payment terms: Net 30 to be billed annually

Additional vehicles can be added during the first year for a monthly fee of \$10.71 per vehicle, per month. Additional vehicles can be added during the second year for a monthly fee of \$80.00 per vehicle, per month. If necessary, hardware for additional vehicles will be billed at the then current retail price for TransLoc GPS hardware or \$1,000, whichever is less, plus a \$250 installation fee.

Renewal Year 1: \$16,200* for December 1, 2018- November 30, 2019

Renewal Year 2: \$120,960* for December 1, 2019 – November 30, 2020

*The Renewal Year 1 and 2 amounts of \$137,160 will be put forward by the Customer for approval by the Memphis Area Transit Board on December 11, 2018. If the Board does not approve the Renewal Year 1 & 2 amounts, TransLoc will bill the Customer in the amount of \$158,760 as the Renewal Year 1 rate instead of \$16,200.