

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 9 TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.
RFP 11-079**

THIS NINTH AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement between Fort Bend County and First Transit, Inc., on November 22, 2011, and as amended on December 20, 2011, February 28, 2012, November 28, 2014, September 27, 2016, November 7, 2017, January 2, 2018, September 10, 2018, and on November 6, 2018 (hereinafter the "Agreement"), and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement by reference in the same as if fully set forth verbatim therein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Scope of Services shall be amended to add new Services as defined and at rates set in the Attached "Additional Scope of Services" (attached hereto as Exhibit A).
2. Both parties mutually agree that the additional Services will be provided starting December 6, 2018, regardless of the date of final signature.
3. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by seventy thousand dollars and no cents (\$70,000). In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without an approved Amendment.
4. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code:
By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Ninth Amendment and the Transportation Services Agreement, the provisions of this Ninth Amendment shall prevail with regard to the conflict. Any other verbal or written agreements created prior to this Amendment for the Services described in Attachment A are hereby null and void.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon final execution of all parties.

FORT BEND COUNTY

FIRST TRANSIT, INC.

Robert E. Hebert, County Judge

Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

REVIEWED by:

Paulette Shelton
Fort Bend County Transportation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

ATTACHMENT A

ATTACHMENT A: “ADDITIONAL SCOPE OF SERVICES”

SERVICES AND FEES

Pricing by Position:

Ambassador/ Bus Stop Monitor Fort Bend County Bill Rate: \$13.30 per hour

On-Site Manager Fort Bend County Bill Rate: \$16.20 per hour

First Transit will provide Ambassadors and one On-Site Manager during normal operating hours for the Fort Bend County Public Transportation (hereinafter “Fort Bend County”) services. The number of Ambassadors needed and shift times will be determined by Fort Bend County. First Transit will hire and schedule employees to accommodate service levels determined by Fort Bend County.

First Transit Obligations:

- The scope of work will start December 6, 2018 and end January 31, 2019.
- Furnish personnel to serve as Ambassadors.
- Supervise, schedule and manage Ambassadors assigned to the program.
- Provide required and appropriate training, as described in the attached Amendment No. 9 and this Attachment “A”, for all personnel used to provide Ambassador Services. Training shall include how to identify possible abuse and neglect cases and how to properly report this information.
- Provide drug and alcohol testing of Ambassadors. The drug and alcohol testing program should include pre-employment, random and post incident testing.
- Provide criminal history background checks of Ambassadors to Fort Bend County when requested. First Transit must obtain the criminal history information for all persons employed for Services. The following convictions are automatic bars to employment for Services:
 - 1) Any offense under Chapter 19, Texas Penal Code (criminal homicide). Includes murder, capital murder, manslaughter and criminally negligent homicide.
 - 2) Any offense under Chapter 20, Texas Penal Code (kidnapping and unlawful restraint). Includes kidnapping, aggravated kidnapping and false imprisonment.
 - 3) Any offense under Section 21.11, Texas Penal Code (indecentcy with a child).
 - 4) Any offense under Section 22.011, Texas Penal Code (sexual assault).
 - 5) Any offense under Section 22.02, Texas Penal Code (aggravated assault).
 - 6) Any offense under Section 22.04, Texas Penal Code (injury to a child, elderly individual or disabled individual).
 - 7) Any offense under Section 22.041, Texas Penal Code (abandoning or endangering a child).
 - 8) Any offense under Section 22.08, Texas Penal Code (aiding suicide).
 - 9) Any offense under Section 25.031, Texas Penal Code (agreement to abduct from

custody).

10) Any offense under Section 25.08, Texas Penal Code (sale or purchase of a child).

11) Any offense under Section 28.02, Texas Penal Code (arson).

12) Any offense under Section 29.02, Texas Penal Code (robbery).

13) Any offense under Section 29.03, Texas Penal Code (aggravated robbery).

14) An agency/facility shall immediately discharge any employee in a position involving direct contact with a consumer or patient if one or more of the above convictions apply to that employee, or if there is any other conviction on that person's record that the facility determines is a contraindication to employment, as provided by Chapter 250, Health and Safety Code.

- Create and provide a Management Plan for the Ambassadors (“Management Plan”). The Management Plan shall include job descriptions of the Ambassadors and Site Manager, assignments of Site Manager or Lead Ambassador overseeing daily operations, and procedures for accountability. The Management Plan must be reviewed and approved by Fort Bend County within 10 days of execution of this amendment.

Billing

- Service will be billed for actual hours punch in to punch out, excluding breaks.
- Billing hours for both Ambassadors and the onsite manager will be from clock in to clock out.
- First Transit will invoice twice a month with the regular revenue vehicle service invoice which is currently two invoices. The first invoice will be from the first of the month through the fifteenth of the month and the second invoice will be from the sixteenth of the month through the end of the calendar month. A hard copy of the invoice will be submitted to:

Fort Bend County Public Transportation
12550 Emily Court Suite 400
Sugar Land, TX 77478

AMBASSADOR JOB DESCRIPTION AND DUTIES

General Job Description: Ambassadors will work directly with Fort Bend County clients providing assistance from the rider's door to the vehicle, door to door, hand to hand or from the vehicle to the final destination.

Ambassador Duties:

- Ambassadors will provide passengers with gentle physical support to assist with balance, climbing steps, carrying packages, entering/exiting buses and buildings, boarding and entering the correct buses/buildings and/or performing similar functions.
- Ambassadors will provide "hand to hand" assistance. Hand to Hand assistance is defined as delivery of passengers at their destination from one attendant to another. Ambassadors can leave the vehicle to escort passengers in need of "Hand to Hand" assistance. Ambassadors will not enter the door of a place of residence in regards to "hand to hand" assistance. Ambassadors will be allowed to enter the door of a business facility in regards to "hand to hand" assistance.
- Ambassadors may be assigned to a bus stop service area to assist passengers with bus or route information and/or assistance onto a bus. An Ambassador may also be assigned to a transit vehicle to assist the passenger on and/or off the vehicle, or to the front door.
- Ambassadors **will monitor** the securement of wheelchairs and seatbelts.
- Ambassadors **will not** provide wheelchair or seatbelt securement.
- Ambassadors **will not** operate wheelchair mechanical lifts or ramping.
- Ambassadors **will not** drive vehicles. Their function is restricted to assisting passengers, monitoring and assistance with passengers on board buses or at bus stops.
- Ambassador **will** assist the bus driver in maintaining a safe environment onboard vehicles including assistance to passengers who may be agitated or have behavioral issues. If there is a situation which becomes dangerous or hostile, the Ambassador will try to de-escalate the situation while the bus driver pulls the bus to the side and the police are notified.
- Ambassadors will provide on-going travel instruction to senior passengers and passengers with disabilities to assist them with learning to travel independently. Travel instruction is direct instruction to the passenger that is personalized to the needs of the individual. Instructions will be communicated verbally and/or through visual aides to assist in mobility, accessibility and independent travel. Instructions will be given at the time of boarding or exiting vehicle, or while passengers are on board vehicle.
- Ambassadors providing travel instruction are required to prepare and maintain timely and accurate reports regarding training and trainee-related activities. Ambassadors are required to list all training given on the passenger manifest and the Ambassador Incident report.
- Fort Bend County Public Transportation Department and/or its collaborating agencies will provide specific training for the Ambassadors. First Transit may develop and provide this training with Fort Bend County's prior approval. The Ambassadors will be required to

attend all trainings.

Required Skills and Experience for Ambassadors and Site Manager:

- Bilingual plus, however not required.
- Excellent communications and interpersonal relationship skills
- Patience
- Concern for and interest in supporting the elderly and individuals with disabilities as well as genuine respect for this population
- Computer familiarity helpful, however not required

Working Conditions and Physical Requirements:

- Work will require bending and stooping, ability to climb stairs, carry small packages and grocery bags up to 20-30 pounds
- Ability to push and maneuver clients in wheelchairs
- May be exposed to the outside elements (heat and cold) when assisting clients to and from the vehicle
- Must be able to pass background check and drug test
- Must be clean and neat in appearance

AMBASSADOR TRAINING

First Transit will ensure that all Ambassadors receive initial training that will provide the Ambassador with the knowledge to accomplish the requirements set forth in the Ambassador Duties including but not limited to comprehensive review of the environment they will be working in, the types of people they will be assisting and the challenges that come with helping the riders have safe passage to and from their destinations. Hourly rates charged to Fort Bend County will not include hours utilized for training.

Prior to an Ambassador's first day, Ambassadors shall attend initial training with a member of First Transit's management team where they shall review the job description and go over procedures and policies designed to accomplish the objectives and any requirements set forth in this Amendment and this Attachment "A".

All Ambassadors and Bus Stop Monitors shall be certified in CPR, First Aid and AED (Automatic External Defibrillator) by the American Red Cross or other qualified organization. Certifications shall be renewed every two years.

Additional training is provided by the Alzheimer's Association, the Mental Health and Mental Retardation Authority of Harris County (MHMRA), and the ARC and shall include the following:

- a. Alzheimer's Training
- b. Seizure Care
- c. Principles of Crisis Intervention
- d. HIPPA
- e. Consumer Rights
- f. Code of Conduct Awareness
- g. Workplace Safety
- h. Independent Riding – Train the Trainer
- i. Abuse Reporting

Ride-A-Long Training

All Ambassadors will be required to participate in a ride-along with a Trainer on a route. Ride Along Training includes hands on instruction on providing proper care for door to door assistance, regular assistance, greeting passengers, ensuring that passengers are wearing safety belts and assisting with boarding and disembarking. All Ambassadors will attend ongoing training offered by First Transit trainer(s), The Arc of Ft. Bend County or other advocacy or service oriented groups approved by Fort Bend County on a quarterly basis. Additional training may also be required by Fort Bend County from time to time.

Training procedures and instruction will be reviewed periodically by Fort Bend County and adjustments will be made when requested by Fort Bend County.

SITE MANAGER JOB DESCRIPTION AND DUTIES

General Job Description: The Site Manager is responsible, under the supervision of the First Transit General Manager for all phases of the operation of the Fort Bend County Ambassador program for Fort Bend County Public Transportation. These responsibilities include, but are not limited to, the general administration of the Ambassador Program and the direction and control of all personnel and resources. The Site Manager is responsible for maintaining proper employee standards necessary to meet the passenger needs and expectations. The Site Manager will enforce all policies and procedures as defined by First Transit and approved by Fort Bend County.

Site Manager Duties:

1. Manage the First Transit Ambassador staff and make adjustments to work processes, scheduling, etc. to maintain proper Ambassador and vehicle placement for Fort Bend County each day.
 - a. The Site Manager will make a schedule matching the model schedule template provided by Fort Bend County each week. The schedule will be completed and posted by 5 pm each Wednesday before the start of the next work week. The current schedule will remain posted through the current work week. The Site Manger will

review the schedule model versus the actual schedule to determine if additional employees are required to cover shift needs.

- b. The Site Manager will review the actual and projected ridership daily and determine if he or she has the proper number of employees to meet the projected numbers without causing a flow interruption for the customer, Fort Bend County.
 - c. The Site Manager will monitor the overall performance of Ambassadors to ensure that best practices are being followed.
 - d. The Site Manager will enforce safety, attendance and performance policies and expectations for all employees by providing documented training and progressive discipline including verbal warnings, written warnings, unpaid work suspensions and ending assignments as needed for First Transit employees who do not follow proper safety procedures, do not follow proper dress code policies, consistently fail to report to work on time, fail to work as scheduled on timely basis and fail to perform any other work duties in a satisfactory manner.
 - e. The Site Manager will work with the First Transit General Manager before ending an employee's assignments to ensure proper procedures and documentation are followed for all employees.
 - f. The Site Manager is responsible for providing proper work and safety training for all employees at the facility. The Site Manager is required to properly train all Ambassadors on their job duties and expectations.
2. The Site Manager is responsible for communication and building a positive relationship with the customer, the management and employees of Fort Bend County.
 - a. The Site Manager will communicate any issues or other problems with the management of Fort Bend County in a timely manner.
3. The Site Manager is expected to meet all reporting and paperwork requirements for providing schedules, payroll, reporting forms, employee files and paperwork and providing information as defined by First Transit management personnel and Fort Bend County.
4. The Site Manager will work as an Ambassador to cover shifts as needed on a daily basis.
5. The Site Manager will be on-call during hours of operation and two hours prior to the shift start time each day to be available to take calls from employees missing shifts.
6. The Site Manager is to ensure that all Ambassadors are at work and on the buses as scheduled for that day. The Site Manager is to ensure that all Ambassadors are made aware of their daily work schedules including any changes in scheduling.