



## Mesa County Regional Transportation Planning Office

### AGENDA

March 23, 2021

3:00 pm

**Due to social distancing requirements set forth by the State of Colorado due to the COVID-19 pandemic, public participation will be electronic via Google Meet or phone.**

#### **Join with Google Meet**

[meet.google.com/awx-feyn-dkd](https://meet.google.com/awx-feyn-dkd)

#### **Join by phone**

[\(US\)+1 617-675-4444](tel:+16176754444)

PIN: 207 564 272 1805#

#### **Please remember to:**

- Mute yourself unless you are talking. If we mute you, you will need to unmute yourself
- Please identify yourself before speaking
- To unmute your phone during public comment, please dial \*6

Agenda is preliminary and subject to change by majority vote of the Board at the meeting.

#### **Roll Call**

#### **Call Meeting to Order**

#### **Changes to the Agenda**

#### **Consent Item(s)**

The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The Board Members or public may ask that an item be removed from the Consent Agenda for individual consideration.

None

### **Individual Consideration Item(s)**

Please limit public comment to a maximum of five (5) minutes per speaker (unless otherwise restricted by the Chair).

1. Approval of a recommendation to the Mesa County Board of County Commissioners to approve a revenue contract with Greyhound – Dana Brosig, RTPO

\*Attachment

### **Briefing Item(s)**

Briefing items are intended to allow the Board to give Staff guidance or to hear general presentations from others.

None

### **Unscheduled Business:**

The Unscheduled Business portion of the agenda provides an opportunity for the public to speak about issues that were not on the main agenda. Please limit public comment to a maximum of five (5) minutes per speaker (unless otherwise restricted by the Chair). Testimony relating to scheduled agenda items will not be allowed during Unscheduled Business. The purpose of the Unscheduled Business portion is for the Grand Valley Regional Transportation Committee to listen to the public. The Committee Members do not generally engage in debate or make comments during the Unscheduled Business portion.

### **Adjourn**

## **GVRTC Meeting Rules of Decorum**

- All persons attending this meeting are expected to behave in a professional and civil manner and the Chair reserves the right to require persons violating the rules of decorum to leave the meeting.
- Outbursts and interruptions from any person in the meeting are prohibited.
- All comments from the public shall only be made by persons recognized by the Chair, and shall only be made to the Chair (no comments or questions shall be directed at staff, presenters or other members of the public).
- All individuals from the public making comments must identify themselves for the record.
- Rules of Decorum for attending the meeting via telephone must be followed in the same manner as if you were attending in person.
- Please limit public comment to a maximum of five (5) minutes per speaker (unless otherwise restricted by the Chair).

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# AGENDA ITEM: 1

THIS STANDARD INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), made and entered into as of this 29th day of March, 2021 by and between GREYHOUND LINES, INC., a Delaware corporation with a principal place of business located at 350 N. St. Paul Street, Dallas, Texas 75201 (together with its affiliates and subsidiaries, the "Company") and Mesa County, a government entity located at 544 Rood Avenue, Grand Junction, CO 81501 ("Contractor").

W I T N E S S E T H

WHEREAS, the Company provides intercity bus service and conducts operations at a facility located at 525 South 6<sup>th</sup> Street, Grand Junction, CO 81501 ("Facility"); and

WHEREAS, Company desires to engage Contractor as an independent contractor to provide certain services in support of its intercity bus services and/or package express business at the Facility and Contractor desires and agrees to provide those services in accordance with the following terms and conditions.

A. License to Use Facility. The parties hereto hereby acknowledge that the Contractor is either a lessee or the owner of the Facility and the Contractor hereby grants Company use of the Facility upon the terms and conditions set forth herein. The parties agree that if for any reason the Company is not able or no longer wishes to operate its intercity bus business and/or affiliated services from the Facility, this Agreement may be terminated by the Company.

B. Services to be Performed by Contractor and Remuneration to be Paid for Those Services by Company. Contractor shall perform those services as indicated below and shall be paid as follows for each such service:

		<b>Initial</b>
<b>1. Ticket Sales</b>		
On transportation charges collected by Contractor from the sale of tickets (including tickets of other bus carriers operating under Company approved bus terminal license agreements), except as hereinafter provided:	<b>Zero Percent (0%);</b>	_____
<b>2. Commuter Ticket Sales</b>		
On transportation charges collected by Contractor from the sale of commuter tickets or books or other multiple ride tickets:	<b>Zero Percent (0%);</b>	_____
<b>3. Package Received</b>		
On transportation charges for express shipments received from the consignor at the Facility whether prepaid, collect or C.O.D.; Excess Baggage:	<b>Fifteen Percent (15%);</b>	_____
<b>4. Package Delivered</b>		
On transportation charges for express shipments delivered to the consignee at the Facility whether prepaid, collect or C.O.D., Excess Value:	<b>Ten Percent (10%);</b>	_____

- |  |                                |       |
|--|--------------------------------|-------|
| 5. <b>PTO Tickets Honored</b>  | <b>Three Dollars (\$3.00);</b> | _____ |
| 6. <b>Charters</b><br>On transportation charges received by the Company<br>from charters sold by Contractor: | <b>Ten Percent (10%);</b>      | _____ |
| 7. <b>Student Advantage</b>  | <b>Two Dollars (\$2.00);</b>   | _____ |
| 8. <b>Change of Itinerary Fee</b>  | <b>Ten Percent (10%);</b>      | _____ |
| 9. <b>Priority Boarding Fee</b>  | <b>Ten Percent (10%);</b>      | _____ |

10. **Will Call Tickets.** Company agrees to pay to Contractor 40% of the commission stated in the Agreement on transportation charges collected by the Company arising from printing “Will Call Tickets”. “Will Call Tickets” is defined as tickets purchased other than at the Facility for pick up at the Facility for schedules originating from the Facility. The parties agree that the Company’s records will be used for determining compensation to the Contractor under this provision. This commission is in lieu of any other compensation or commission for internet sales for “Will Call Tickets”
11. **Large Groups.** The commission, if any, payable to Contractor with respect to tickets sold for the movement of unusually large groups or under other unusual or extraordinary circumstances shall be determined according to bulletins and letters issued by the Company and shall be in the Company’s sole discretion.
12. **Parcel Checks/Express Storage.** Contractor will be entitled to retain all revenue from parcel checks and Express storage fees.
13. **Express Miscellaneous Service Fees and Taxes.** Except as otherwise set forth herein, Express miscellaneous service fees and taxes including but not limited to C.O.D. and pickup & delivery charges shall be solely payable to the Company and Contractor shall receive no commission in connection with same.
14. **“Reissue” Miscellaneous Charge Orders.** Contractor will be required to “reissue” Miscellaneous Charge Orders (MCO) issued by U.S. Government entities for transportation by federally sanctioned individuals or groups. There will be no compensation for these reissues.

The Company reserves the sole right to determine the volume of service to be operated by it to or from the Facility, including the immediate cessation of all services without prior notice. Accordingly, it is understood and agreed that nothing in this Agreement shall constitute a representation or an agreement of the Company with the Contractor that the Company will schedule or designate any specific number of buses to make a stop at the Facility for the purpose of taking on or discharging passengers, baggage and/or express, nor does the Company guaranty or make any representation as to the amount of services that Contractor may be able to sell or provide. The Company does however agree that those buses which it may from time-to-time designate to make a stop in the community in which the Facility is located for the purpose of taking on or discharging passengers there at will during the term of this Agreement utilize the Facility of the Contractor for said purpose.

15. **Daily Compensation.** In addition, for consideration of Contractor's obligations and releases under this Agreement, an amount of **\$137.00** per day for two daily schedules shall be paid to the Contractor. Contractor must approve any changes in the number of schedules.

C. Contractor Representations and Responsibilities.

1. **Ticket Sales.** Contractor shall sell such tickets as Company may supply for Company and its affiliated and connecting carriers at published tariff rates. The title and ownership of all tickets, busbills and proceeds from the sale thereof as well as all other monies collected for the Company shall be at all times property of the Company and Contractor shall at all times be in the position of trustee and fiduciary of the same for the Company. Contractor shall issue tickets in exchange for tickets or ticket orders issued by a third party including a connecting carrier, third-party ticket sellers or the Company. Contractor shall also sell tickets under Greyhound employee reduced rate orders if so requested.
2. **Tariff Information.** Contractor shall have available and furnish upon request to the public any information contained in tariffs, bulletins, circulars and literature insofar as the same is applicable to transportation of passengers or handling of baggage, express.
3. **Facility.** To ensure that the Facility is equipped, clean, safe and suitable for the transaction of Company business and the accommodation and comfort of its patrons including suitable waiting room or space, adequate sanitary toilet facilities, and the sale of tickets and the handling of baggage and/or express; to maintain all areas of the Facility including the waiting room, restrooms, ticket counter, driveways, walks, approaches and premises appurtenant thereto in a clean, sanitary and safe condition at all times
4. **Baggage/Express.** To properly protect and be responsible for the safeguarding and accounting of baggage and express including issuing under bus baggage tags with proper and legible destination noted thereon, requiring that an identification tag be affixed to the exterior of all customer baggage, collection and accounting of baggage fees, if any, and otherwise abiding by all baggage procedures established by the Company. Contractor shall provide or arrange package pickup and delivery services at rates prevailing in the Contractor's local market. Contractor shall make collections in connection with returned express shipments. The purchase of a storage unit shall be shared equally between Company and Contractor or use by Contractor for Company packages and luggage. The storage unit purchase type shall be at Company's discretion. In the event of termination of the contract, the storage unit will remain with Contractor.
5. **Complaints, Violations and Fines.** Contractor shall report to Company promptly any complaints made against Contractor or any of Contractor's employees and/or contractors by customers or other third parties. Contractor shall cooperate fully in allowing the Company to conduct an independent investigation should Company, in its sole discretion, so choose.
6. **Protection of Revenue and Company Property and Bond Requirement.** Contractor shall be liable for all charges for transportation services sold regardless of collection of such charges and shall protect any and all money and other property of the Company in the care or under the control of Contractor.
7. **Facility Inspection.** Contractor shall permit authorized representatives of Company, without prior notification and during reasonable hours to inspect and check all property of Company at the Facility, and inspect and audit all records and accounts pertaining to the business of Company, kept or supervised by Contractor and to permit such authorized representatives, at their discretion, to collect all monies



belonging to Company in the possession of the Contractor.

8. **Records.** Contractor shall provide the Company with all required documents in support of the services it provides to the Company as stated herein and keep and maintain on site records of its activities pursuant to this Agreement, including all Company reports, payment and deposit records, and all other records necessary and appropriate to permit the Company to conduct audits of Contractor's services provided to the Company under this Agreement in accordance with Generally Accepted Auditing Standards.
9. **Signage.** Contractor shall place and maintain a suitable sign or signs approved in advance and in writing by the Company designating the Facility as a ticket agency for the Company.
10. **Equipment.** Contractor shall supply its own equipment necessary to provide the services contemplated hereunder with the exception of only the following:
  - a) The term "Facility Equipment" shall mean any and all equipment that is provided by the Company and will be itemized on Exhibit A attached hereto.
  - b) Contractor agrees that the title to all of the equipment described above shall be in the name of the Company at all times and Contractor will return said equipment in good condition or pay for its value upon the termination of this Agreement. Upon the termination of this Agreement, the Contractor will permit a representative of the Company if it so chooses to remove all Company signs and any and all other evidence of the sale of tickets and any other services which might lead the public to believe that Contractor is still the Contractor for the Company. All such Company signs, insignia, decals and logos are the property of Company and will remain the property of Company upon termination of this Agreement.
11. **Compliance with Laws.** Contractor shall at all times remain in compliance with all laws including those regarding its workforce, including the Fair Labor Standards Act and other local, state and federal laws or regulations related to the employment of personnel. Contractor represents that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, disability or any other category protected by applicable law.
12. **Trademarks.** As an independent contractor, Contractor may not use the word "Greyhound" as part of Contractor's business name for any purpose. Contractor acknowledges that the word "Greyhound," together with the various symbols, slogans, logos, and the like ("Marks") owned or licensed by the Company are valuable, special and unique assets of Company. Contractor is hereby granted a limited, non-exclusive license to use of the Marks under this Agreement for the purpose of providing the services to the Company only. Contractor may use Marks only as an aid in informing the public where the Company's services may be purchased, and that Contractor is authorized to sell the Company's services. Contractor shall not use Marks to identify Contractor's services or in any way except as specifically authorized herein. Notwithstanding anything herein to the contrary, Contractor is strictly prohibited from using the Company Marks, including the name "Greyhound" and/or the image of the running dog, on any of Contractor's website(s), social media page(s) or the like.
13. **Tickets, Busbills and Baggage Tags.** Contractor is responsible for safeguarding and accounting for all tickets, busbills and under bus baggage tags assigned and entrusted to it for sale to customers. In the event that any tickets, busbills and/or under bus baggage tags cannot be accounted for, Contractor shall pay Company an amount for each missing ticket, busbill or under bus baggage tag equal to the average

revenue for a ticket, busbill or under bus baggage tag during the prior 12-month period for sales from the Facility.

14. **Qualification to do Business.** Contractor warrants and represents that Contractor is qualified and will at all times during the term of this Agreement remain qualified to do business in the state and local jurisdiction where this Agreement is to be performed.
15. **Federal Contracting Requirements.** Contractor acknowledges that the Company is a federal contractor and agrees to comply with all of the terms contained in the Form PC-125 known as Federal Contractors Compliance Agreement, identified as Addendum I attached hereto is herein incorporated by reference.
16. **Serving Customers with Disabilities.** Contractor represents and warrants that the Facility and the services will be operated in compliance with all applicable laws applicable including the Americans with Disabilities Act (“ADA”) and any other applicable laws or regulations related to serving customers with disabilities. Without limiting the foregoing, Contractor agrees to assist boarding or deboarding of customers with disabilities and will provide such other assistance or accommodations to customers to the extent required by law or regulation.
17. **Nondiscrimination in Services.** Contractor is committed to ensuring that no person on the basis of race, color, national origin or any other protected category will be excluded from participation or subjected to discrimination in the level and quality of services or related benefits provided by Contractor, its employees, affiliates, and contractors. Contractor must post a public Title VI Notice to Beneficiaries following the guidelines of Circular FTA C 4702.1B, Appendix B. The notice must be displayed in public areas at Contractor’s physical location(s) in areas available to the public and on its website. The notice must be translated into languages other than English as needed.

D. Release. Contractor shall release the Company, its parent company, affiliates, subsidiaries, officers, directors, shareholders, employees, lenders, successors, and assigns (the "Company Parties") from and against any and all losses, claims, demands, actions, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) related to the services contemplated and/or provided by Contractor arising out of breach of this Agreement, discrimination against passengers, claims relating to environmental liability and/or which constitute or are related to injury, death or damage, including personal injuries and to property, ticket sales, baggage and express services and where such injury, death or damage arises in connection with or incidental to the negligence or willful misconduct of (or, in the case of an incident involving a motor vehicle, the use or operation, regardless of fault, of a motor vehicle by) Contractor or Contractor's employees, agents, contractors, subcontractors, invitees, or licensees, unless the injury, death or damage be caused by or contributed by the negligence of the Company. Nothing herein shall be construed as a waiver of the Contractor’s rights under the Colorado Governmental Immunity Act or a waiver of any defenses Contractor may be entitled to.

E. PCI Compliance.

1. **Contractor Responsibility.** Contractor acknowledges that it is responsible for the security of data (“Data”) it possesses or otherwise stores, processes, or transmits on behalf of Company, or to the extent that they could impact the security of the Company cardholder data environment. Contractors with remote access to Company assets (for example, for use of TRIPS or NBTS) must use a separate password for each user. Without limiting the generality of the foregoing, Contractor shall comply with all applicable data privacy laws, regulations and industry standards, including, without limitation, California Consumer Privacy Act of 2018, as amended.

2. **Agency Compliance.** Contractor will, at all times:
  - a) Use such computer equipment for the selling of Company tickets that is supported by a current operating system by the software provider (e.g., Microsoft, Apple) on which such computer equipment operates. As an example, Microsoft no longer supports Windows XP and it is thus not a current operating system.
  - b) Use such computer equipment for the selling of Company tickets that is supported by current anti-virus software from a recognized provider (including, but not limited to, Avast, Microsoft, AVG, Symantec (Norton), and McAfee). Such support will be actively managed through an annual agreement per computer.
  - c) Should Contractor no longer be compliant with items (a) and (b) for whatever reason, Contractor shall immediately, and, in any case, no longer that seven (7) days from discovery of non-compliance, notify Company in writing and inform Company of the steps being taken to remediate said non-compliance.
3. **Security Policy.** Contractor shall use all reasonable precautions, including but not limited to physical, software, and other security measures, and employee training and supervision, to prevent anyone other than Company or its authorized employees and authorized representatives from monitoring, using, or gaining access to the Data, protect appropriate copies of the Data from loss, degradation, corruption or unauthorized alteration, and prevent the disclosure of Company passwords and other access control information to anyone other than Company or its authorized representatives. Contractor will periodically test and evaluate the effectiveness of such precautions. Contractor will immediately notify Company of any violation of the precautions here above or of any incident of any nature whatsoever related to the Data. Notwithstanding the foregoing, Contractor and its employees may use, process, view, or monitor Company Data to the extent necessary for Contractor to perform its obligations under this Agreement.
4. **Data Retention.** Unless otherwise directed by applicable law, in such cases where Data is stored beyond the processing or transmission of cardholder data, Contractor shall erase or destroy all media under its control containing copies of the Data not later than seven (7) days after the processing of such Data, except where special circumstances, of which Contractor has given Company written notice, warrant longer retention. All records, data and files stored by the Contractor as archives of Company's Data including the media on which they are stored, are the exclusive property of Company, and the Contractor may assert no lien on or right to any of the same. Contractor will conspicuously mark all such archival storage media as Company's property. At Company's request, Contractor will promptly deliver to Company and, if requested, destroy any other remaining copies. Contractor further acknowledges that it has no property interest in and may assert no lien on or right to withhold from Company any Data it receives from, sends to, or stores on behalf of Company.
5. **Audit Rights.** Company may, with reasonable notice, perform audits in order to assess Contractor's compliance with the terms and conditions of this Agreement, and, more specifically, PCI compliance. Audits shall be limited to areas that reasonably relate to the Contractor's ability to perform its obligations under this Agreement and shall be conducted as to avoid any disruption of the Contractor's business and activities.

F. Contractor Compensation. Contractor shall be compensated for the services it renders in accordance with Section 1 above by retaining such amounts before remitting the net amounts due to the Company on a daily basis. Payment as aforesaid shall constitute full and complete compensation and the Company may deduct from any amounts it owes to Contractor hereunder: 1) the compensation previously allowed Contractor on tickets or transportation charges subsequently refunded to customers, and 2) the full amount of any payment made or expense incurred by Company by reason of loss of or damage to baggage and/or express chargeable to Contractor; and Contractor shall pay to Company on demand any deficiency that may accrue arising out of such adjustments, refunds, losses or damages. As used in this section, the term “charges” does not include any taxes collected in addition to the tariff charges or selling price.

G. Remitting Money to the Company. Contractor shall remit to Company on a daily basis all monies owed or as directed by the Company less commissions earned and payable to Contractor pursuant to this Agreement. Payments shall be made without notice or demand and without deduction, offset, or abatement, to Company as provided for herein. Payments shall be made at 350 North St Paul, Dallas, Texas 75201, Attention: Cash Accounting – 9<sup>th</sup> Floor or to such other person or at such other place as Company may designate from time to time. If suit is brought by the Company to collect any past due payments from Contractor, Contractor shall reimburse the Company for all reasonable costs, attorneys' fees and expenses incurred by Company in enforcing its rights.

H. Independent Contractor. Contractor agrees and represents its understanding that it is an independent contractor of the Company and shall at all times conduct its business accordingly. Contractor is free to perform services for others in addition to the Company the only exception being that with regard to services at a property that is owned or leased by the Company and/or if the Company is under restrictions as to operations at the Facility from the Facility owner or lessor, Contractor can only perform services for the Company at the Facility unless otherwise agreed in writing between the parties. However, nothing in the foregoing shall be construed to limit in any way Contractor’s ability to provide services to any other person or entity at any other location that is not so owned, leased or restricted. The Company reserves no control over the Contractor or any of his employees, subordinates, or associates, as to how the services should be performed. Contractor shall have no power to bind the Company by contract or otherwise except as herein provided as to the sale of transportation services. The Company reserves no control whatsoever over the employment, discharge, compensation of or services rendered by an employee, subordinate or associate of Contractor. It is further expressly understood that nothing contained herein shall be deemed to require the Contractor to perform in person any of the services hereby contracted for, and that if the Contractor so elects, all of his obligations hereunder may be performed by persons in his employ or otherwise under his control. The Company shall not be responsible for the acts or omissions of said employees, subordinates or associates and Contractor agrees to save Company harmless from any and all liability caused by any such act or omission. Further, Contractor shall pay any and all taxes, assessments or contributions related to employment for its employees and representatives and to indemnify, save harmless and defend the Company against any liability, claims or demand therefore.

I. Term and Termination.

1. **Term**. The term of this Agreement (“Term”) shall be from March 29, 2021 and shall expire on March 28, 2022.
2. **Termination**. After the initial term, this Agreement may be terminated by either party by providing at least thirty (30) days’ prior written notice. Notwithstanding the foregoing, the Company may terminate this Agreement and Contractor’s license immediately even during the initial term for Cause without thirty (30) day’s written notice. “Cause” is defined as:

- a) any default of any monetary provisions, including the payment of accounts or remittances of Contractor to Company under this Agreement or any other existing or future agreement between Company and/or its affiliates and/or Contractor and/or its affiliates;
  - b) a breach of Contractor's obligations after Contractor has been provided notice of the alleged breach and 10 days to cure the breach;
  - c) Company experiencing an unacceptable (in the Company's sole and absolute discretion) number or severity of claims made against Contractor and/or the Company due to the actions or failure to act on the part of the Contractor and/or Contractor or any person within Contractor's employ or control;
  - d) the bankruptcy or insolvency of Contractor or any attempts to assign this Agreement for the benefit of creditors;
  - e) the misappropriation (or attempted misappropriation) of any Company funds and/or property; or
  - f) the conviction of, the indictment for (or its procedural equivalent), or the entering of a guilty plea or plea of no contest with respect to a felony or crime of moral turpitude, or the equivalent thereof, or any other crime which may result in imprisonment.
3. **Restriction or Denial of Access to Facility.** It is a condition of this Agreement that the Company have the right to safely and conveniently load and unload passengers and their baggage as part of its usual bus operations at the Facility and that other services related to the Company's intercity bus transportation be provided and available at the Facility. In the event Company's right in this respect, including the right to park vehicles used in common carrier service to the extent necessary to conduct operations to or from the Facility is restricted, denied, or prevented, whether by municipal, state or federal law, ordinance, or decree, or otherwise, the Company shall have the right to immediately terminate this Agreement.
4. **Notice of Termination.** All notices regarding termination must be provided in writing in accordance with this Agreement.
5. **Contractor's Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor shall continue to be liable to Company for (i) any financial obligations accrued as of the effective date of any termination and for any ticket sales which may erroneously occur thereafter, (ii) any obligations contained herein regarding the return of Company property, tickets, equipment or facilities (Contractor being liable for any costs, fees and expenses (including, without limitation, reasonable attorneys', experts' and paralegal's fees Company may incur for Contractor's failure to promptly comply)), and (iii) any indemnities contained herein and any obligations which by their very nature contemplate performance or continued performance after termination. Upon breach of Contractor's obligations upon termination of this Agreement, Company shall be entitled to any and all relief either at law or in equity, including all attorney's fees, expenses, and costs. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The terms of this section shall survive any termination of this Agreement.
6. **Exclusive Remedy.** Should Company terminate this Agreement without sufficient notice as defined herein, Contractor's exclusive remedy under this Agreement shall be one (1) month's net commission, calculated using the average net commission for the preceding twelve (12) months. The terms of this section shall survive any termination of this Agreement.
7. **Removal of Company References.** As of the effective date of termination, Contractor must remove any references to being a service provider for the Company including in the telephone directory or any other advertising medium.

J. General Provisions.

1. **Prior Agreements.** This Agreement cancels any and all previous contracts and agreements pertaining to the subject matter hereof and constitutes the entire agreement between the parties.
2. **Assignment and Change in Control.** This Agreement may not be assigned by Contractor without the prior written consent of the Company. A change-in-control of the Contractor shall be considered an assignment and is not permitted without the express written consent of the Company. Without waiving the foregoing, Company consents to Contractor assigning this Agreement to Transdev Service Inc. upon prior notice to Company.
3. **Remedies and Limitation of Liability.** No delay or failure on the part of the Company to exercise or enforce its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise or enforcement of any right or remedy preclude any other exercise or enforcement thereof. Company's liability under this Agreement shall be limited to the net amount payable to Contractor during the 12-month period prior to the time any claim by Contractor is made. In no event shall Company be liable for any special, punitive, indirect or consequential damages or damages for loss of profits.
4. **Notice.** Contractor is required to address any notice to: Greyhound Lines, Inc., P. O. Box 660362, Dallas, Texas 75266-0362, ATTN: Contracts Administration (Legal Dept), or to such other place as Company may from time-to-time designate by written notice to Contractor. Notice to the Contractor shall be sent to: Mesa County, Attn: Dana Brosig, 544 Rood Avenue, Grand Junction, CO 81501 of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
6. **Choice of Law.** This Agreement shall be governed by the laws of the State of Texas without regard to any choice of law provisions.
7. **Force Majeure.** Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, fires or acts of God.
8. **Guaranty.** As an inducement to Company entering into this Agreement,, the undersigned unconditionally guarantee(s) to Company, its successors and assigns, the full performance and observance of all of the covenants, conditions, and agreements herein provided to be performed and observed by the Contractor without requiring any notice of non-payment, non-performance, non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned hereby expressly waive(s) and expressly agree(s) that the validity of this Agreement and the obligations of the guarantor(s) hereunder shall in no way be terminated, affected or impaired by reason of the failure by Company to assert against Contractor of any of the rights or remedies reserved to Company pursuant to the provisions of the Agreement. The undersigned further covenant(s) and agree(s) that this Guaranty shall remain and continue in full force and effect as to any renewal, modifications or extension of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate the day and year first herein above written.

GREYHOUND LINES, INC.

CONTRACTOR:  
MESA COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**FACILITY EQUIPMENT**

The following equipment will be provided by Greyhound Lines, Inc.

1 VOIP Telephone

1 GPX / Freight Scale

1 Verifone CC Machine

1 Luggage Cart or Hand Truck

Various advertisements, Notices, Bulletins and Signage

One Printer



## ADDENDUM I

PC-125 (4/92)

### ADDENDUM I FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

#### I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law. (g) The contractor will

include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

### III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.