

EXHIBIT B-2

REQUIREMENTS FOR OPERATION OF FRANCHISED RESORT TRANSPORTATION SERVICES

Franchisee's Application and Proposal to amend the Franchise submitted on March 4, 2019, is hereby incorporated herein by the reference as through set forth at length and shall be referred to as Exhibit "A-2" on file in the Office of the City Clerk.

Franchisee shall operate its Franchise in conformation with this Franchise Ordinance, Exhibit "A-2" and this Exhibit "B-2" and shall not permit operation of any resort transportation vehicles under its ownership or control, except in accordance with the Exhibit "A-2", this Exhibit "B-2" and the Franchise Ordinance. Where the requirements set forth in this Exhibit "B-2" conflict with the requirements set forth in Exhibit "A-2", this Exhibit "B-2" shall apply.

1. Each resort transportation vehicle shall have prominently displayed in the passenger compartment a schedule or rate and charges, the owner's name address and telephone number and the resort transportation identification number.

2. No resort transportation vehicle shall be operated unless the passenger compartment is in a clear and sanitary condition.

3. The name or trade name of the owner must be stenciled or painted upon the outside of each resort vehicle.

4. Drivers of Resort Transportation Vehicles.

4.1. No driver shall operate a resort transportation vehicle for more than ten consecutive hours nor shall any driver operate a resort vehicle without having had, immediately preceding such ten hours of operation, no less than eight consecutive hours time off within the previous sixteen hours during which no resort transportation was operated by such driver.

4.2 Drivers shall be trained to operate on-board fare validation equipment and provide electronic verification of the payment for transit services.

4.3 A driver shall not leave his or her vehicle to solicit passengers.

4.2. All drivers must maintain a current California A or B commercial driver's license with both air brake and passenger endorsements, Medical Examiner's Certificate (DL51), be able to conduct pre-trip and post-trip safety inspections, and complete annual refresher training, safety procedures, and ADA procedures. Franchisee must show proof of participation in the DMV Pull Program.

5. Personnel

5.1. All personnel coming in contact with the passengers shall undergo alcohol and drug testing programs and pre-employment testing.

5.2. Training. All drivers, mechanics, and other personnel dealing with passenger transportation services shall complete customer service training, empathy training, and training on the ADA procedures and requirements.

5.3. Safety. Franchisee shall ensure that its contractors, employees, drivers and other personnel abide by Franchisee's written Safety Program. Franchisee's Safety Program shall, at minimum, comply with the applicable Federal regulations on the Occupational Health and Safety Administration, and any amendments thereto, as well as any other pertinent Federal, state, and/or local safety or environmental laws, codes, rules or regulations.

5.3.1. Franchisee shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Franchise is provided and shall require them to attend regularly scheduled meetings at least four times per year, or more frequently, as may be deemed necessary.

5.4. Appearance. All personnel coming in contact with passengers shall be neatly groomed and outfitted in uniforms, including nametags.

6. Resort Transportation Vehicles. No resort transportation vehicle shall be operated in a manner that violates the terms and conditions of this ordinance granting the Franchise or the representations made and commitments undertaken in the Franchisee's application for its Franchise.

6.1 Vehicle Age. All vehicles proposed to be used for passenger transportation service shall be no more than three (3) model years old at the initiation of service into the fleet and may not be in service for more than twelve years.

6.2 Vehicle Appearance and Graffiti. All painted surfaces of passenger transportation vehicles shall be in good condition. Normal wear and tear is acceptable. All surfaces shall be free from graffiti and scratches with no perceived differences in gloss shades of individual colors.

6.3 Maintenance. Preventive Maintenance Program (PM) shall be performed every 3,000 miles or 30 days, but not less than 45 days, whichever occurs first. All maintenance work shall conform, but not be limited to, the requirements of Title 13, Article 6 of the California Motor Vehicle Code. All maintenance work shall be performed by personnel with valid and current ASE certification in all relevant categories pertinent to mechanics duties, including PM inspections, within six (6) months of Franchise award and thereafter throughout the term of the Franchise.

6.4 Cleanliness. Exterior surfaces of each vehicle shall be kept clean of road dust, mud, tar, grime, and graffiti, or any other condition that may affect vehicle exterior appearance. Vehicle exterior must be washed at least every three (3) days and within twenty-four (24) hours of rainfall. All graffiti must be removed as soon as it is found.

6.5 ADA Compliance. Franchisee shall ensure that all vehicles providing passenger transportation service meet the provisions of the Americans with

Disabilities Act of 1990, (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and implemented regulation set forth in 49 C.F.S., Part 37 & 38, at the time of the Franchise award.

7. Transportation service shall be available to all event centers located in the City of Anaheim as designated by the City Manager, or his or her designee, including but not limited to, Disneyland, Disney's California Adventure, Downtown Disney and the Anaheim Convention Center and any temporary offsite parking locations designated by the Anaheim Convention Center.

Requests from the Anaheim Convention Center for shuttle service to and from any temporary offsite parking location to the Anaheim Convention Center shall be given priority over any other requests for shuttle service that Franchisee may receive from any other entities.

8. Franchisee shall meet event center's operating schedules. At minimum, transportation service shall be operated on a one-half (1/2) hour basis for the duration of the event center's operating hours. Service shall begin a minimum of one-half (1/2) hour before event center opening and finish no earlier than one-half (1/2) hour after event center closing. Operating schedules shall be available and provided to the passengers.

9. Franchisee shall maintain a minimum of 95 percent on-time performance record.

10. Franchisee shall meet peak season and time-of-day transportation service demands up to 10% over historic rider-ship (past 12 months).

11. Franchisee shall establish and maintain a guest passenger complaint resolution process.

12. Franchisee shall operate only clean/alternative fuel vehicles for passenger transportation services with the ability to use non-clean fuel buses only on a contingency basis. Clean fuels may include: Compressed Natural Gas, Liquefied Natural Gas, Fuel Cell, Electricity and Hybrid engines. Vehicles shall display appropriate decals indicating clean fuel type.

13. Franchisee shall obtain access to the clean fuel infrastructure necessary to maintain operation of the vehicles.

14. Franchisee shall provide proof that the proposed passenger transportation service is NOT duplicative in nature to the service(s) already rendered. This proof will demonstrate that traffic congestion will not be increased with the City by operation of this Franchise.

15. Dispatch

15.1 Dispatch shall be available during transportation service operations.

15.2 A two-way communication device shall be installed and available on all vehicles providing passenger transportation service.

16. Record Keeping. Driver record, maintenance records, accident reports, and other pertinent information related to the operation of passenger transportation services shall be maintained for the length of the franchise award and shall be made available upon request to the City.

17. Annual Reports. Annual reports shall be submitted and shall provide operational data outlined in the Franchise.

18. Stop Locations. An exhibit/map of the proposed transportation service routes and public bus stop location shall be provided by the Franchisee for approval by City Manager, or his or her designee. Proposed use of public stops is not guaranteed and will be approved on a case- by-case basis based on existing usage and potential future impact.

19. Financial Controls. Financial data shall be kept in accordance with accepted general accounting principles.

19.1 Audited financial statements for the past three years shall be maintained for review by the City.

20. Evaluation. Ongoing passenger satisfaction evaluation shall be provided by the Franchisee. Findings shall be provided in the annual reports.

21. Auditing. With reasonable notice, the City may audit necessary records with regard to the service provision. Audit of records may include, but not limited to, personnel records, maintenance records, statistical data, invoices, materials, and other data related to all matters covered by the Franchise.

22. Passenger Safety. All personnel coming in contact with the passenger shall undergo alcohol and drug testing program and pre-employment testing. All statutory references concerning testing shall be in compliance with the Federal Motor Coach Safety of Transportation, Subtitle A-Office of the Secretary of Transportation PSMP 40 (procedures for transportation work place drug testing program) and Subchapter B – Federal Motor Carrier Regulation, PSMP 382 (controlled substances and alcohol use and testing).

23. Insurance. Auto liability coverage of \$25 million per occurrence and general liability of \$10 million.

24. Franchisee shall demonstrate ability to sustain and maintain proposed level of service and vehicle capacity to meet demand for transportation services.

25. This amendment to the Franchise shall not become effective unless and until all of the following requirements have been satisfied:

25.1. This Ordinance granting this amendment to the Franchise is effective.

25.2 Franchisee has provided a timely letter of acceptance as to all the terms and conditions established by the City Council for granting this amendment to the Franchise within 30 days following the adoption of the Ordinance amending the Franchise.

25.3 Franchisee had provided an up to date complete list of vehicles to be used to perform the services by registration or license plate number as of the date of Franchisee's acceptance of this amendment to the Franchise.

25.4 Franchisee had provided evidence of compliance with the insurance requirements and any other terms and conditions of this Ordinance and any other terms and condition of operation included within the Regulation or imposed by the City Council, the City Manager or the Chief of Police.

26. Should any of the insurance requirements in this Exhibit B be in conflict with any provision in the Ordinance, the more stringent provision shall apply.

27. That as required by the City of Anaheim regulations, but listed here for ease of reference, no vehicles operated under the terms of this Franchise may stop within the public right-of-way, unless the stop or service area has been approved by the City Manager or designee, and no vehicles may stop in a fire lane or adjacent to a red-curb area designed for a fire lane.

28. Changes to the FRAN service. routes, stops and service area or similar Micro Transit services to be established for other parts of the City, may be allowed subject to the approval of the City Manager or designee.