

**COUNTY OF VENTURA
DEMAND-RESPONSIVE PARATRANSIT AGREEMENT
WITH THE CITY OF AGOURA HILLS
AGREEMENT NO. 06-08**

This Agreement is made and entered into between the **County of Ventura**, hereinafter referred to as "**COUNTY**", and the **City of Agoura Hills**, hereinafter referred to as "**RECIPIENT**".

RECITALS

WHEREAS, COUNTY receives Transportation Development Act (TDA) Funds which may be used to finance public transportation services; and

WHEREAS, RECIPIENT operates a demand-response paratransit service which serves the City of Agoura Hills, adjacent portions of Los Angeles County and the Ventura County unincorporated community of Oak Park (Oak Park Area), pursuant to an agreement between **RECIPIENT** and Laidlaw Transit Services, Inc., and

WHEREAS, COUNTY wants to pay a share of the cost for the portion of the service which serves the Oak Park Area.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, COUNTY AND RECIPIENT AGREE AS FOLLOWS:

PART I
OBJECTIVES

The **RECIPIENT** agrees to utilize the TDA Funds received from **COUNTY** to provide dial-a-ride service in the Oak Park Area.

PART II
ADMINISTRATION

1. Compensation. **COUNTY** agrees to pay **RECIPIENT** the County's share of the service cost based on the difference between the operating and administrative costs and the fare revenues for the Oak Park Area portion of the service. **RECIPIENT** shall document said difference by recording the actual operating and administrative costs and fare revenues of the Oak Park portion of the service on the invoice for payment. The **RECIPIENT** may bill the **COUNTY** for its share of the service on a monthly or quarterly basis, and the **COUNTY** agrees to pay its share within 30 days after receiving the **RECIPIENT**'s invoice.

2. Term. The term of this agreement shall be for forty-eight months commencing on July 1, 2006 and terminating on June 30, 2010.

3. Coordination. This agreement shall be administered on behalf of **COUNTY** by and through the County Public Works Agency. All written communication between the parties hereto may be given by mailing the same, postage prepaid, to **RECIPIENT** at its office and to **COUNTY** in care of the Director of Transportation Department, Ventura County Public Works Agency.

PART III
GENERAL PROVISIONS

1. Termination for Cause. If, through any cause, **RECIPIENT** fails to fulfill in a timely and proper manner any obligations under this agreement, or if **RECIPIENT** violates any of the covenants, agreements, or stipulations of this agreement, as determined by **COUNTY**, **COUNTY** may at its option, terminate this agreement by giving **RECIPIENT** 30 days written notice thereof. In such event, **RECIPIENT** shall be entitled to receive payment for that portion of County service actually provided within the 30-day period subsequent to written notification of termination of service.

2. Termination for Convenience. Either **COUNTY** or **RECIPIENT** may, for any reason of convenience, terminate this agreement, however, written Notice of Intent to terminate shall be given to the other party at least sixty (60) days prior to the termination date. If this agreement is terminated as provided herein, **RECIPIENT** shall be entitled to receive payment for that portion of County service actually provided within the 60-day period subsequent to written notification of termination of service.

3. Scope of Service.

a. Boundaries. The service area includes the City of Agoura Hills in Los Angeles County, some unincorporated areas of Los Angeles County, and the Oak Park Area.

b. Changes in Scope of Service. **COUNTY** or the **RECIPIENT** may request changes in the scope of service to be performed by **RECIPIENT** hereunder. Such changes, including the method of computing **RECIPIENT**'s compensation, which are mutually agreed upon by and between **COUNTY** and **RECIPIENT**, shall be incorporated in written amendments to this agreement. The total compensation paid to the **RECIPIENT** shall not exceed \$250,000 unless approved in writing by the **COUNTY** and the **RECIPIENT**. **RECIPIENT** shall charge a fare of \$1.50 for one-way transportation to Oak Park participants.

4. Personnel. **RECIPIENT** agrees, understands and represents as follows:

a. All personnel required in performing the scope of service under this agreement shall be secured at **RECIPIENT**'s sole expense.

5. Insurance and Liability.

a. **RECIPIENT** shall indemnify, defend and hold **COUNTY**, its officers and employees harmless from any and all liability for injury or damages to persons or property arising out of, or caused by the acts or omissions of **RECIPIENT**, **RECIPIENT**'s agents or assigns, in the providing of services

pursuant to this agreement.

- b. **RECIPIENT** shall maintain such insurance as will protect **RECIPIENT** from claims under Workmen's Compensation Acts, and such public liability insurance as will protect **RECIPIENT** from any claims for damages for personal injury, including death and damage to property, which may arise from operations under this agreement, such operations by **RECIPIENT** or by any subcontractor, or anyone directly or indirectly employed by either of them. Certificates of such workmen's compensation and public liability insurance shall be filed with **COUNTY**, and shall be subject to approval for adequacy of protection. The minimum limits of liability shall be in amounts of not less than \$500,000 for injury or death to one person, \$1,000,000 for injuries or death arising out of one accident, and \$100,000 for property damage.
- c. **RECIPIENT** shall cause to be added to every certificate of liability insurance to be furnished to **COUNTY**, as required by this agreement, a statement adding **COUNTY** as an additional insured under the terms of such insurance. The insurance company which underwrites such insurance shall agree in writing that said insurance shall not be canceled or otherwise terminated until sixty (60) days after written notice of intended cancellation has been given to **COUNTY**. In addition, said certificate of insurance shall agree that **COUNTY's** insurance, if any, shall be excess insurance over **RECIPIENT's** insurance, notwithstanding any other provisions of either policy, including but not limited to the terms and provisions of the "other insurance" clause in such policies.

6. Assignability. **RECIPIENT** shall not assign any interest under this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of **COUNTY** thereto; provided, however, that claims for money by **RECIPIENT** from **COUNTY** under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to **COUNTY**.

7. Records and Audits. **RECIPIENT** shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this agreement in accordance with the TDA Statutes and Code of Regulations and other such records as may be deemed necessary by **COUNTY** to assure proper accounting for all compensation provided hereunder. **RECIPIENT** shall allow **COUNTY**, Controller General of the State of California, or any other duly authorized representatives, access to any books, documents, papers, and records maintained by **RECIPIENT** pursuant to this agreement for the purpose of making audit, examination, excerpts, and transcripts; provided, further, that **RECIPIENT** shall retain all records pertaining to this agreement for a period of three (3) years after the date of expiration of this agreement unless prior permission to destroy the same is granted by **COUNTY**.

8. Conflict of Interest. **COUNTY** and **RECIPIENT** jointly agree and certify as follows:
- a. No member of the Board of Supervisors of the **COUNTY** and no public official of the **COUNTY**, employee or agent of the **COUNTY** who exercises any functions or responsibilities in conjunction with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement.
 - b. **RECIPIENT** covenants that it currently has no interest and shall not acquire interest, direct or indirect, in program or any other interest which would conflict in any manner or degree with the performance of this agreement, and no person having any such interest shall be employed; and **RECIPIENT** shall take appropriate steps to assure compliance.
9. Non-Discrimination. No person shall, on the grounds of race, color, national origin, sex, age, handicap, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of **RECIPIENT's** organization.

CERTIFICATION

IN WITNESS WHEREOF, **COUNTY** and **RECIPIENT** have executed this agreement in triplicate, each of which is an original.

COUNTY OF VENTURA

Date: 6/13/06

By Linda Parks
Linda Parks, Chair
Board of Supervisors

ATTEST:
JOHN F. JOHNSTON,
Clerk of the Board of Supervisors,
County of Ventura, State of California.



By Steve De La Torre
Deputy Clerk of the Board

RECIPIENT

Date: _____

By: _____
Mayor, Agoura Hills