



REPORT TO CITY COUNCIL

DATE: SEPTEMBER 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: APPROVAL AWARD OF CONTRACT WITH CITY OF THOUSAND OAKS TO PROVIDE PARATRANSIT SERVICES (DIAL-A-RIDE)

The City currently contracts with the City of Thousand Oaks to provide paratransit services (Dial-A-Ride) for City of Agoura Hills residents and the unincorporated area of Agoura within the County of Los Angeles. On May 13, 2015, the City Council approved a three-year agreement for Paratransit Services with the City of Thousand Oaks for Dial-A-Ride services. The agreement terminated on June 30, 2018. Subsequently, the agreement has been mutually extended by both cities staff as this new agreement is finalized.

In January 2019, the City of Thousand Oaks City staff released a Request for Proposal (RFP) package soliciting paratransit services from transportation services for the City of Thousand Oaks. This included Dial-A-Ride services. The City of Thousand Oaks received three proposals from the following firms: 1) First Transit Inc., 2) MV Transportation and 3) RTP Transportation. Upon conclusion of the RFP solicitation process, MV Transportation was selected as the successful bidder, the current sub-contracted transportation provider. Over the past months, City of Thousand Oaks staff has been negotiating final pricing the MV Transportation. The following identifies the proposed cost for the term of the new three-year agreement:

Firm	FY 2019-20	FY 2020-21	FY 2021-22
City of Thousand Oaks/MV Transportation	\$497,000	CPI adjustment	CPI Adjustment

During the 2019-2020 Budget process, staff identified the industry-wide increase in transportation costs, and identified changes that would be implemented in an effort to stabilize cost. Those changes will consist of:

- Elimination of the Ladyface Loop (low ridership numbers)
- Modification of Saturday Service – Appointment Based Only

- **Separate Contracting for Special Charter Services**

Additionally, as discussed at the FY 2019-2020 Budget workshop, this fiscal year staff will be researching other transportation service options and other possible changes to the City's transportation program in a continuing effort to stabilize program costs.

As in the prior agreement, the City will continue to provide the vehicles (three vans, and one shuttle bus), while the contractor will provide the spare vehicle to account for vehicle breakdown or vehicles requiring routine maintenance services. The vehicles will be housed at the City of Thousand Oaks Municipal Services Center, approximately 11 miles from the City. Maintenance of the vehicle will still be the responsibility of the contractor. The office location for the project manager and assigned staff will be at the City of Thousand Oaks' Transportation Center, approximately, 6.9 miles from the City. The Dial-A-Ride program's days and hours will remain the same. The City of Thousand Oaks and its sub-contractor, MV Transportation, have a wealth of experience and resources to continue to effectively run the City's smaller Dial-A-Ride Program.

The agreement will commence (retroactive) on July 1, 2019, and conclude on June 30, 2023. There is also a provision for a two-year agreement extension, available at the conclusion of the contract, should the City desire to continue the agreement beyond the term period.

The agreement contains, essentially, the same features as the current contract, such as direction to prepare a City fleet status report every six months, inclusion of language in the agreement that incorporates provisions in our paratransit agreement with Los Angeles County for providing insurance documentation and indemnification to Los Angeles County, and displaying fact sheets and flyers regarding the Safely Surrendered Baby Law. Proposition A Transportation funds and MTA grant funds will continue to pay for the program.

The City of Thousand Oaks staff will present the contract to the City of Thousand Oaks City Council at their September 26, 2019, regular meeting.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the Agreement for Contractor Services, between the City of Agoura Hills and the City of Thousand Oaks for Paratransit Services (Dial-A-Ride) from July 1, 2019 through June 30, 2023.

Attachment: Agreement with Exhibits A-E

**AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: City of Thousand Oaks

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Mike Houser

CONTRACTOR'S ADDRESS: 2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Louis Celaya

COMMENCEMENT DATE: July 1, 2019

TERMINATION DATE: June 30, 2023

CONSIDERATION: Contract Price:
Not to Exceed: \$497,000/yr. one
Subsequent year subject to CPI

Year 1 - \$497,000
Year 2 Year 1 plus CPI
Year 3 Year 2 plus CPI
Year 4 Year 3 plus CPI

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND CITY OF THOUSAND
OAKS**

THIS AGREEMENT is made and effective as of July 1, 2019, between the City of Agoura Hills, a municipal corporation ("City") and City of Thousand Oaks ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, with mutual consent of the Contractor, extend this Agreement for two additional terms of two-year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than ninety (90) days prior to the expiration of the initial Term. Such extension shall run concurrently with the Contractor's Agreement with its contracted Transit Operations Service Provider (Sub-contractor), Contract 12072-2019 and shall be at prices and conditions mutually agreed to.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Contractor shall use services of the Sub-contractor to provide operations and management of the services described herein. Contractor shall ensure Sub-contractor is in compliance with service requirements of this contract and shall act as liaison between the City and Sub-contractor in all matters related to this contract.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor and Sub-contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time and materials spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Four Hundred Ninety-Seven Thousand Dollars and

Zero Cents (\$497,000) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the fifteenth and 20th business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within

such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain and require Sub-contractor to maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor and Sub-contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor and Sub-contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated solely for this work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any acts or omissions of Contractor and Sub-contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor and Sub-contractor shall defend Indemnitees at Contractor’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor and sub-contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s and Sub-

contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, Sub-contractor or Indemnitees. All duties of Contractor and Sub-contractor under this Section shall survive termination of this Agreement.

B. Sub-contractor agree(s) to indemnify, defend and hold harmless the County of Los Angeles, Board of Supervisors, its officers, agents, employees, and special districts, as third-party beneficiaries, on the same basis the City indemnifies defend, and holds harmless the County of Los Angeles under its existing agreement(s) for paratransit service.

C. To the maximum extent permitted by law, the City of Thousand Oaks shall require the Sub-contractor retained pursuant to this Agreement to agree to indemnify, defend, and hold harmless the City of Agoura Hills, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Sub-contractor's performance of its agreement with the City of Thousand Oaks. In addition, the City of Thousand Oaks shall require the Sub-contractor to carry, maintain, and keep in full force and effect an insurance policy or policies, and the City of Agoura Hills, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Sub-contractor's work. These requirements will also apply to any subcontractors hired by the Contractor for work specific to this agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall require Sub-contractor to procure, provide, and maintain, at Sub-contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Sub-contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Sub-contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Sub-contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Sexual Misconduct Liability; One million dollars (\$1,000,000) per occurrence, two million (\$2,000,000) general aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Sub-contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor and Sub-contractor; products and completed operations of the Contractor and Sub-contractor; premises owned, occupied or used by the Contractor and Sub-contractor; or automobiles owned, leased, hired or borrowed by the Contractor and Sub-contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Sub-contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor and Sub-contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Sub-contractor agrees to oblige their insurance agent(s) or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. Sub-contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor, may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Contractor and Sub-contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor and Sub-contractor without City's prior written authorization unless requested under the provisions of California's Public Records Act. In such instances, Contractor will give notice to City prior to release of any information. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, and/or Sub-contractor its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City

prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

CITY OF AGOURA HILLS

Linda L. Northrup,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

City of Thousand Oaks
2100 E. Thousand Oaks Blvd
Thousand Oaks, CA 91362
Mike Houser
(805) 449-2494
f(805) 498-4941

By: _____
Name: Robert McCoy
Title: Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Jay T. Spurgin, Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Deputy City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

PROVISION OF DEMAND RESPONSE PARATRANSIT SERVICES (DIAL-A-RIDE)

SECTION 1 –GENERAL SCOPE AND OVERVIEW

A) Dial-A-Ride (DAR)

The Agoura Hills DAR serves the general public with curb-to-curb service in the City of Agoura Hills and in adjacent portions of Los Angeles and Ventura Counties. Service is provided Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 4:00 p.m. Monday through Friday, the DAR deploys up to three vehicles, while on Saturdays only one is used. Days and hours of service and number of vehicles deployed may be changed at any time by the City.

No services are provided on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. Modified service hours may be provided on Christmas Eve and New Year's Eve.

DAR services shall be provided with City owned-vehicles whenever possible. Contractor will provide leased accessible vehicle to be used as primary fleet vehicle, at no additional cost. City vehicle will be available as a spare and used when necessary. Contractor will designate City's oldest and highest mileage van for this spare vehicle.

B) Bus Services

The City owns a 30-foot cutaway bus, which could be used for its senior, teen and other activities.

C) Extra Contract Service

Contractor and Subcontractor will provide Extra Contract Service when requested when such request does not exceed the ability to provide or negatively impact other services operated by Contractor. Extra Contract Services will include any and all requests for services by the City that are not specifically related to Dial-A-Ride or Bus Special Event Services. These services will be served by Contractor using CITY owned and leased vehicles and will include but not be limited to Parks and Recreation functions, and other trips in and out of the City limits for official City business. In the event extra services requested exceed number of available vehicles assigned to Agoura Hills, Contractor and Sub-contractor will endeavor to secure other vehicles at a reasonable cost.

D) Intercity and Los Angeles County Unincorporated Services

The City provides curb-to-curb service, as specified or requested by the City, between the City to the City of Thousand Oaks, the City of Westlake Village. Rider pays a premium fee for this service. The City reserves the right to change the nature of this program at any time and encourages the Contractor to suggest ways to improve the efficiency of this service.

Contractor shall make every effort to make this program as productive as possible, but, because this service differs from the general Dial-A-Ride service and may involve longer stretches of deadhead travel, this program is not subject to the productivity requirement.

SECTION 2-PROJECT SCOPE

The DAR service consists of the provision of curb-to-curb dial-a-ride services. Services will be provided with city owned vehicles, with a Contractor provided accessible backup vehicle.

Contractor must be proficient with the provision of paratransit services (DAR). In addition, the Contractor should have knowledge of Federal, State and Local rules and regulations and the ability to perform the required reporting and accounting function to assure the city's compliance with these rules and regulations including but not limited to the provisions of the Americans with Disabilities Act, National Transit Database regulations and Metro reporting requirements.

Contractor shall be responsible for management and operation of the DAR and the bus and any optional services purchased by the City. Contractor shall manage service in accordance with the guidelines and parameters established herein and the attachments hereto. Contractor shall continually monitor program services, and as warranted, make recommendations to the City on performance improvement.

Contractor shall provide all facilities, equipment and services, including equipment and services proposed in the RFQ submittal package (i.e., DriveCam, Mobile Data Terminals (MDTS), etc.), required for the operation and management of said services unless specifically identified to be contributed by CITY in this Agreement.

Contractor shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide vehicle operators and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, and develop methods to improve effectiveness and maximize service efficiency.

Contractor shall assist and cooperate with the City in meeting the objectives of providing quality paratransit (Dial-A-Ride) services, including matters related to management, supervision, operations, maintenance, reporting, and service performance measures.

Contractor will obtain and provide all required State and Local permits and will ensure that all vehicle operators are properly licensed for service they are providing. Contractor

must also have all applicable State and local business licenses or procure same prior to the start of service. The City will provide for vehicle licenses and registration for the vehicles it owns.

A) Legal and Regulatory Requirements

In performance of the services described herein, Contractor shall be responsible to comply with all applicable Federal, State and Local requirements, and for ensuring that Sub-contractor is also in compliance, including but not limited to:

Drug and Alcohol Testing:

The Contractor will be required to comply with appropriate drug and alcohol testing regulations. The Contractor will provide the City with any necessary information and documentation to enable City to comply with reporting requirements.

Americans with Disabilities Acts:

All service provided by the Contractor on behalf of City shall comply with the applicable requirements of the Americans with Disabilities Act (ADA). The Contractor will submit for City's review and approval an ADA program and documents used for dispatcher and operator training.

National Transit Database (NTD) FTA Reporting Requirements:

The City is required by LACMTA Sub-regional Incentive Fund guidelines to submit accurate National Transit Database data for its DAR. The City is subject to severe financial penalties for failure to report accurate, auditable data. The Contractor is responsible for becoming familiar with said reporting requirements for the DAR program and to supply accurate financial and operating data, which complies with above, described requirements. **NOTE: Contractor shall be liable for the cost of any penalties imposed on the City due to the Contractor's failure to comply with above mentioned reporting requirements.**

B) Vehicles/Equipment

City shall be listed as the "Legal Owner" owner for the DAR vehicles, however Contractor will be listed as the registered owner of DAR vehicles for registration purposes, and shall carry its own appropriate general liability, automobile liability and worker compensation insurance as identified in "Section 10. Insurance Requirements" of the agreement.

The Contractor shall provide the equipment as specified in this agreement (one leased primary vehicle), unless otherwise approved. The contractor shall be responsible for maintenance of all vehicles and spares used in revenue service and other relevant equipment (e.g., wheelchair lifts, air-conditioning systems, etc.) to provide safe and proper operating conditions, free from damage and malfunction. A maintenance plan overview description should be included with other items submitted by the Contractor.

All City vehicles and vehicle equipment shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles. The Contractor must comply with all applicable federal and other statutes and regulations governing their use.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in a safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

City vehicles must be available for inspection by City staff or third-party contractor. Contractor leased primary vehicle need not be new but must not be more than 10 years old. Contractor will replace the leased vehicle as needed to ensure its age never exceeds 10 years. At all times the leased vehicle will be in excellent mechanical condition and meet the City appearance standards.

All paratransit vehicles utilized in the fleet are required to have the Agoura Hills logo/decals on them, with prior City approval. The City will provide the paint color-scheme and logo design. Contractor will be responsible for the expense of placing decals on vehicles, in addition to maintaining decal condition and replacement if necessary.

All vehicles used in the operation of this service shall be equipped with a two-way communications system between the dispatcher and vehicle and shall have adequate air conditioning. All vehicles shall have been passed the annual inspection and certified by the California Highway Patrol (CHP) if required by law or regulation.

The Contractor shall not place any advertising on the vehicles unless written authorization is first obtained from the City. The terms and conditions of any approved advertising shall be subject to City approval, with all City decisions being final.

The Contractor shall at all times have a back-up handicap accessible vehicle available to use in the event that one of the City primary vehicles is unable to operate. Whenever a primary vehicle is disabled or unavailable due to maintenance or repair needs, the contractor shall dispatch a backup into service within 30 minutes of the time when the disability first occurs.

C) Vehicle Maintenance

Sub-contractor shall be responsible for the maintenance of all vehicles, communication systems, and other equipment required in connection with its operation of the DAR services and use of the City bus. Said equipment shall be maintained in a safe and operable condition at all times and in accord with manufacturer's recommended maintenance procedures as well as with applicable federal and state regulations.

Sub-contractor shall establish and maintain a systematic program of preventive vehicle maintenance. Each vehicle must receive a daily pre-trip inspection by the operator prior

to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections, repairs and work orders shall be kept by Sub-contractor and made available to the City.

Whenever possible, Sub-contractor will have light routine maintenance performed on Saturdays or Sundays in an effort to return vehicles into operation as soon as possible. Maintenance will be performed at MV Transportation's Maintenance Facility, Van Nuys CA, or Santa Paula, CA.

The City reserves the right to audit the Sub-contractor's conformance with said maintenance program documentation as well as vehicle condition and overall performance of the maintenance system.

Throughout the term of the contract, the Sub-contractor shall, at all times and at its sole expense, cause all components of each vehicle to be maintained in safe and proper working condition, free from damage or malfunction. At its expense, the Sub-contractor shall cause any vehicle damaged by collision or otherwise to be repaired as expeditiously as possible.

Any vehicle which sustains damage or experiences failure impairing safe mechanical operation shall be removed from service immediately and shall not be reassigned until restored to safe operating condition.

The Sub-contractor shall be responsible for arranging annual terminal inspections by the California Highway Patrol (CHP), and shall also maintain a satisfactory CHP rating throughout the life of this contract. Copies of all CHP inspection documents shall be transmitted to the City within five working days of such inspection.

Sub-contractor, at its sole cost and expense, shall provide all labor, lubricants, solvents repairs, parts, supplies, maintenance tools and equipment, facilities and services required to fulfill these maintenance responsibilities outlined above, and those detailed below:

Upon termination or expiration of contract, Contractor shall return all City owned vehicles/equipment, with no deferred maintenance or damage, less reasonable wear and tear. City reserves the right to have said vehicles inspected at the termination of the contract by a third-party inspector. Contractor shall, at its sole expense, repair or replace any City-owned vehicles/equipment, which may be damaged, or lost by reason of collision, negligence, abuse, vandalism or other like cause. Contractor shall bear the cost of any identified repairs, which have not been completed prior to the end of contract period and shall be deducted from Contractor's final payment. However, in no event shall Contractor's liability exceed actual cash value of vehicle(s) and equipment so damaged.

Sub-contractor shall maintain vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day.

Every six months, beginning January 1, 2020, Sub-contractor will evaluate the fleet and report to the City on the status of the vehicles (including age, mileage and condition).

At the end of the term of this contract or extension, City will thoroughly inspect and test each City owned vehicle. If any problem is detected that requires maintenance, exclusive of normal wear and tear, repair or cleaning, Contractor is responsible to correct it immediately. If the problem as identified by City has not been rectified by the official end of the term of the Contract, then City may withhold any payment due and, if necessary, deduct amounts to cover the cost of providing vehicles or making necessary repairs.

D) Personnel

The Contractor and Sub-contractor shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standards described in the contract or established by the City.

The Contractor and Sub-contractor and its employees, subcontractors, and agents engaged in the performance of this project are not employees of the City.

The Contractor and Sub-contractor shall be solely responsible for payment of all its employees' and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. Contractor and Sub-contractor's personnel wages and work hours shall be in accord with the local, County, and State regulations affecting such personnel.

Without any expense to the City, the Contractor and Sub-contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security.

The Contractor and Sub-contractor shall hold harmless the CITY from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The following shall be minimum service requirements and driver responsibilities. Failure to carry out these responsibilities shall result in the driver or drivers being prohibited from driving any City owned or leased vehicle in revenue service, unless approved in writing by City.

Drivers shall:

1. Appear neat, clean, and well groomed, in approved uniform
2. Be helpful and courteous to passengers at all times
3. Operate the vehicle safely and legally
4. Assist elderly and physically impaired passengers

5. In cases of emergency, immediately contact dispatch for direction
6. Call out stops in accordance with FTA requirements
7. Not allow animals in vehicle except as required by law
8. Not deviate from route and schedule without City approval
9. Make sure vehicles are on schedule
10. Not smoke in vehicle and enforce no smoking rules on the bus
11. Enforce Thousand Oaks Passenger Code of Conduct Rules (and equivalent rules for other agencies under contract with the City)
12. Not accept tips or gratuities
13. Submit suggestions for service improvements to City via the process determined by Sub-contractor and approved by City's Program Manager

Contractor and Sub-contractor shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees to ensure that at least one bilingual employee shall be available to receive trip reservations during all hours of service operation.

Contractor and Sub-contractor shall be responsible to recruit a sufficient number of employees to compensate for employee turnover. In emergency situations, Contractor and Sub-contractor will seek assistance from other Sub-contractor locations and/or the District Manager and/or Area Vice President for additional resources.

Sub-contractor shall prepare and furnish to the City and to all vehicle operators, dispatchers, telephone operators, and supervisors a VEHICLE OPERATOR'S MANUAL. Contents of the VEHICLE OPERATOR'S MANUAL shall include the following subject areas; vehicle operator's rules; accident/incident policy and reporting procedures; radio policies and procedures; vehicle inspection, care and maintenance policy and procedures, reporting procedures, and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to information or Dial-A-Ride reservation telephone lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, Dial-A-Ride trip scheduling and vehicle dispatching duties and shall have a detailed knowledge of applicable procedures and professional techniques.

Sub-contractor shall maintain an up-to-date personnel roster, which may be submitted to the City on a quarterly basis.

E) General Manager

The General Manager shall be assigned to Agoura Hills and devote duties to the proper management of the Agoura Hills DAR program. The General Manager can be shared with other services provided by Sub-contractor in conjunction with the CONTRACTOR'S agreement with the Sub-contractor. The General Manager will provide both on-line supervision and the management of the project's accounts and operating records and will report directly to and coordinate closely with the City through the CONTRACTOR'S Project Manager.

The General Manager shall be available by telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary at the request of the CITY. At other times, or in the event of the General Manager's absence, another responsible person shall be identified so that there is someone with the authority to make decisions at any time during the operational hours.

F) Dispatcher/Customer Service Representatives

Dispatch personnel shall be adequately trained to handle dispatching of the necessary vehicles and to handle telephone calls.

G) Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. All vehicle operators must meet the minimum standards listed below:

- 1) Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- 2) Not be addicted to the use of alcohol or controlled substances
- 3) Not to be subject to outstanding warrants or arrest
- 4) Able to read, write, and speak English. Bilingual skills in Spanish or other languages are highly desirable.
- 5) Thorough knowledge of the service area and street network of the City of Agoura Hills
- 6) Sensitive to passenger needs, including assisting passengers in boarding and alighting, upon request.
- 7) Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the services provided, including A.D.A. requirements, defensive driving and vehicle handling and training in the special skills required to provide transportation to the elderly and individuals with a disability. As requested vehicle operators shall provide passengers in wheelchairs with assistance up and down vehicle access ramp and with securing their wheelchairs. Drivers shall assist in loading and unloading of elderly or ambulatory disabled customers, load, unload and secure all wheelchairs.

Sub-contractor shall provide a sufficient number of drivers and one leased accessible vehicle plus adequate services and related facilities or services to provide such transportation services.

City may request that Contractor, through Sub-contractor, render assistance in City's monitoring and supervising operations, including but not limited to, distribution of notice to passengers.

All complaints received by the Contractor, Sub-contractor or City shall be documented on the City of Agoura Hills Customer Service Form and delivered to the City within 24 hours of receipt. Contractor and Sub-contractor shall fully investigate all requests and complaints and return, on or before the scheduled due date, the results of the investigation.

H) Vehicle Dispatching and Telephone Reservation

Sufficient incoming telephone lines and dispatchers, with telephone numbers local to all points within the City limits of Agoura Hills, shall be provided to ensure that calls are answered and responded to in a timely manner. The City will provide a telephone number that must be returned to the City at the termination of the contract. (See Section K below) Customers may request immediate pick up or schedule a pick-up later that service day. Customers shall be advised of the time of the pick-up window. Sub-contractor shall do all possible to avoid any undue delays.

Sub-contractor shall be able to take reservations and answer questions in both English and Spanish. Sub-contractor shall utilize Trapeze or like software to schedule and transport passengers using Dial-A-Ride vehicles that maximize productivity while maintaining a high level of service to passengers.

The system operates as shared ride service to maximize efficiency. Both the dispatcher and the driver shall coordinate the provisions of the service such that it will optimize the number of customers carried and minimize circuitous routing while maintaining on-time performance. This service shall provide the most direct route possible between destinations within the service area.

Dispatch shall be responsible for maintaining radio control of all vehicles in service and for maintaining the daily dispatch log. Each vehicle shall have a two-way radio or other communication device. The dispatch center must be capable of communicating in both English and Spanish.

Sub-contractor shall provide a dedicated phone number to facilitate communication between Sub-contractor General Manager and the City. Contractor and Sub-contractor shall also provide the City with a telephone number to use in off hours in case of emergency.

I) Computer and Facsimile Capabilities

Contractor must have PC computer equipment with Excel, Microsoft Word software and e mail accessibility to communicate with City staff. At the request of the City, reports must be presented to the City electronically.

J) Fare Collection Policy

The cash fare for the City of Agoura Hills shall be determined solely by the City. Sub-contractor shall record all boardings by fare category and shall report ridership figures monthly to City in accordance with the established reporting schedule.

City reserves the right to change the fare, with reasonable notice to Contractor and/or conduct fare reconciliation audits.

Sub-contractor's vehicle operators will collect fares for each one-way trip, record and deposit all fare revenues. The total amount of the fares collected is to be retained by the Contractor and deducted from Contractor's monthly service invoice.

K) Phone Number/Contact Numbers

City holds and at all times shall retain the sole and exclusive rights to the public telephone number for Dial-A-Ride Services (currently 818/707-2005), as well as any successor or public telephone number, internet domain name and/or address that may be established in the future for Dial-A-Ride Services (collectively "the Contact Numbers"). City hereby grants to Contractor a non-exclusive license to use the Contact Numbers to assist Contractor in providing the services set-forth in this Agreement, which license shall automatically revoke with no further action required by City as of the termination date or expiration date of this Agreement. Following the termination or expiration of this Agreement, Contractor shall, within three (3) working days, discontinue any use of the Contact Numbers.

L) Vehicle Deployment

Contractor shall schedule vehicle operator shifts and vehicles, including utilizing split shifts to ensure that maximum vehicles are available during peak periods and vehicle deployment is reduced during periods of low demand.

In the event of a vehicle failure while in service, Contractor shall deploy a vehicle within 30 minutes to replace the failed vehicle.

M) Safety Program

Sub-contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and the City vehicles and equipment are maintained at the highest possible level. Sub-contractor shall comply with all applicable California Highway Patrol ADA and OSHA requirements.

N) Accident, Emergency and Incident Procedures

The Contractor and Sub-contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor and Sub-contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not, limited to, the following:

Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Sub-contractor's General Manager. Sub-contractor, in turn, shall immediately notify the City via the City's SeeClickFix App (<http://en.seeclickfix.com/>) of such conditions and shall take necessary precautions to safeguard passengers and personnel.

Medical Assistance to Passengers

The Sub-contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Sub-contractor's dispatcher by radio of the situation and location of the vehicle and the dispatcher or Project Manager shall notify the City's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

Accidents

The City requires Sub-contractor to have an accident and emergency notification program that keeps the City notified of accidents or emergencies and the progress of claims to assure City claims are promptly and fairly handled. The Contractor and Sub-contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Sub-contractor's General Manager. The General Manager shall use good judgment in handling the situation and shall immediately notify police or fire department if necessary. All accidents must be reported to the City by telephone within 3 hours, and in writing within 24 hours. If accident occurs at night or during City non-operating hours, Sub-contractor shall immediately contact the City at the start of next business day. Notification of accidents may be done via email, followed by written reports.

Sub-contractor will complete an accident report approved by City with a copy to the CITY no later than the start of the next service day. The Sub-contractor shall submit all accident-related reports to the DMV as required. Sub-contractor must assume all liability for accidents and workers' compensation claims, etc.

Emergency/Natural Disaster Assistance

In the event of an emergency or natural disaster, Contractor and Sub-contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the CITY in ameliorating such incidents. To the extent the City requires Contractor and Sub-contractor to provide such emergency services and facilities, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services herein above contained. Further, Contractor and Sub-contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, the amount of such compensation and time of its payment shall be mutually agreed upon by Contractor and the City following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

Contractor shall provide City with access to its City owned vehicles for use during an emergency or natural disaster scenario if Contractor is unavailable to provide transportation related services. This shall include access to vehicle storage area. City will contact Contractor prior to accessing vehicles and storage area by way of telephone, email, or other forms of communications available.

O) Operations and Maintenance Facility

The Sub-contractor shall operate service from a facility within or close to the City limits, no more than fifteen (15) miles from the Agoura Hills City Hall, to minimize deadhead miles. Contractor has designated the Municipal Service Center, 1993 Ranch Conejo Road, Thousand Oaks, CA for Operations. All vehicles shall be stored inside the facility. Facility shall be sufficient to enable the Sub-contractor to effectively manage and operate the bus and DAR services. City must approve a relocation of the facility prior to relocation. Contractor has designated maintenance of vehicles at MV Maintenance Facility, 16738 Stagg Street, Van Nuys CA, and Santa Paula, CA.

P) Indemnification

The Contractor and Sub-contractor agree to indemnify, hold harmless, release and defend the City, City Council and each member thereof, its officers, employees and representatives from any and all liability, loss, judgments, suits, claims, damages, costs and expenses (including attorney's fees and litigation costs) which directly or indirectly result from or arise out of: (a) any activity, use or performance of this program; (b) any acts, errors or omissions of the Contractor and Sub-contractor, its employees, subcontractors, agents, etc. in conjunction with this project; or (c) any relationship between the parties.

The release and indemnity will cover, but is not limited to personal injury or death, property or other damage sustained by persons or corporations from any act whatsoever. The City makes no warranties with regard to the Contractor and Sub-contractor regarding loss or damage of any kind during the performance of the project.

Under current agreements with County of Los Angeles for provision of paratransit services, the City must include in its contract with any Contractor(s) providing paratransit services, a provision whereby the Contractor and Sub-contractor agree to indemnify,

defend, and hold harmless THE COUNTY, BOARD, its officers, agents, employees, and special districts, as third-party beneficiaries. Contractor and Sub-contractor shall submit applicable documents to City to fulfill this provision.

Q) Insurance

All insurance carriers must meet City requirements, shall be admitted to do business in California and shall maintain a current A.M. Best's rating of A:VII or better. See Agreement Section 10 for details of Insurance requirements.

R) Records and Reporting

Contractor and Sub-contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City of Agoura Hills pursuant to this Agreement on computer and in hardcopy file for at least three (3) years following the date of final payment to Contractor by City. Any authorized or designated City representative must have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's and Sub-contractor's usual and customary business hours. All project records prepared by the Contractor and Sub-contractor shall be owned by the City of Agoura Hills and shall be made available to the City at no additional charge. The Contractor and Sub-Contractor shall certify as accurate all information given to City. All costs incurred in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities and in conformance with the guidelines of the LACMTA.

Summary reports shall be provided monthly to the City's Department of Community Services and the City Manager's Office. These monthly reports shall be received no later than the 25th calendar day of the following month. The format to be used for these monthly summaries shall be provided electronically to the Contractor by the City. Contractor and Sub-contractor are encouraged to make recommendation to improve reporting but may not modify reports unless approval is given by the City.

Daily Records

Vehicle trip sheets shall be maintained by vehicle operators and dispatchers. These reports are to be retained by the Contractor to be used in compiling the monthly reports. From time to time, the CITY may request copies. Electronic reports generated by the dispatch and reservations software system may be used to substitute the daily records provided all relevant data is included and can be used by the Contractor for its reporting requirements with LACMTA and NTD.

Dispatch Logs

Logs shall be compiled daily and cover each vehicle operator, vehicle number and vehicle shift. The log shall include odometer readings, total hours, revenue hours or billing hours, total miles, revenue miles, first pick-up and last drop off for each shift and should list times of lunches, breaks, fueling, road calls and any other service interruptions.

Other Reports

The Contractor and Sub-contractor will prepare the applicable portions of reports required by LACMTA and other agencies, including FTA National Transit Database and Sub-Regional Incentive Program. From time to time special reports are required by the County of Los Angeles, a partner in this service.

Accounting

The Project Manager or authorized agent shall submit a monthly invoice to the City for the services rendered during the reporting period. All invoices and related records will be available for inspection and/or independent audit at the election of City.

SECTION 3-PERFORMANCE STANDARDS

The Contractor and Sub-contractor will be held responsible for project management according to specified operating procedures. The City may establish additional rules, which are reasonable for operation of this service after consultation with the Contractor.

A) Dial-A-Ride (DAR) Minimum Service Standards

It is the goal of the City to maximize productivity while maintaining a high level of customer service. A set of minimum performance standards has been established. They are as follows:

1) On time Performance for calls requested by telephone:

Pick-up no later than 30 minutes after request by telephone	90%
Pick-up no later than 45 minutes after request by telephone	98%

2) Productivity (in passengers per hour) 2.0 (Year 1)

Contractor shall limit the number of revenue hours billed to the City to the amount determined by dividing the number of passengers carried during the month by the following formula: Year 1 - Number of passengers divided by 2.0

Productivity level for contract years 2 – 4 and option year will be by negotiation with sub-contractor to take place no later than May 31 of the current contract year.

Productivity level agreed to will not be less than Year 1 level or level achieved by contractor for the current contract year, whichever is greater.

The City is interested in ways to assure an efficient and effective transit service. Contractor and Sub-contractor are welcome to suggest alternate productivity standards for consideration of the CITY during the contract period.

- 3) Fewer than three substantiated complaints per month.

B) Liquidated Damages

In the event that the Sub-contractor fails to meet certain performance levels, including, but not limited to the service standards outlined above, City may deduct from sums due the Contractor as detailed below. Damages that would be suffered by the City cannot be ascertained with certainty, so the City and the Contractor agree to the following liquidated damages:

- 1) \$500.00 should the Sub-contractor fail in any month to meet an on-time performance level of ninety percent within 30 minutes and ninety-eight percent within 45 minutes for the Dial-a-Ride. On-time performance checks shall be conducted by the Sub-contractor using vehicle operator trip sheets or trip tickets or electronic dispatch software reports. City reserves the right to audit the accuracy of the on-time checks performed by the Sub-contractor. Determinations made by CITY regarding the accuracy of on-time checks shall be made in consultation with the CONTRACTOR'S Project Manager and shall be final.
- 2) \$1,000.00 in the event the Sub-contractor receives a rating of unsatisfactory from the California Highway Patrol (CHP) based on CHP'S annual terminal inspection of Contractor's location.
- 3) \$100.00 per occurrence in which a wheelchair lift fails to operate properly during the pick-up of a disabled passenger or for any occurrence in which a wheelchair-bound client is improperly tied down or a wheelchair becomes unfastened from one of its tie-down locations
- 4) \$50.00 per occurrence that any vehicle is determined by the City to have an inoperable air conditioning system
- 5) \$20.00 per occurrence that a vehicle operator fails to wear a proper uniform
- 6) \$20.00 per occurrence that vehicle operator fails to demonstrate a professional appearance (i.e., clean uniform, shirt tucked in, well groom appearance)
- 7) \$100.00 per validated complaint after 3rd complaint in any month or upon Sub-contractor not passing City inspection of vehicles.
- 8) \$100.00 per occurrence for failure to provide accurate ridership and trip sheets or other reports as required within any monthly accounting period.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Vehicles	Year 1	Year 2	Year 3	Year 4
Cost per RVH* for DAR using City vehicles	\$82.41*	CPI Adjustment**	CPI Adjustment**	CPI Adjustment**
Cost per RVH* for DAR using contractor leased vehicle	\$1,656.35/mo.	\$1,656.35/mo.	\$1,656.35/mo.	\$1,656.35/mo.
Cost per RVH* for special service	\$86.98*	CPI Adjustment**	CPI Adjustment**	CPI Adjustment**
Cost per RVH for DAR using City bus***	\$86.98*	CPI Adjustment**	CPI Adjustment**	CPI Adjustment**

* Billing shall be calculated on a "revenue hour (RVH)" basis based on a revenue hour calculation according to National Transportation Database definition of "revenue hour" as exists on July 1, 2019. In addition to revenue hour expenses, Contractor shall bill for cost of fuel, vehicle leases, phone charges and a fixed monthly "Management Fee".

** An annual CPI adjustment for revenue hour billing rates in contract years two through four shall apply, not to exceed three percent in any one year. CPI will be calculated as the difference in the Consumer Price Index between June of the current contract year and July of the previous contract year, all items, not seasonally adjusted, Los Angeles region, and using the non-alternative method. In the event the CPI calculation results in a negative number, the previous year's rate shall apply.

CPI adjustment for the two, two-year extensions shall be negotiated prior to contract extension.

Fueling/Phone

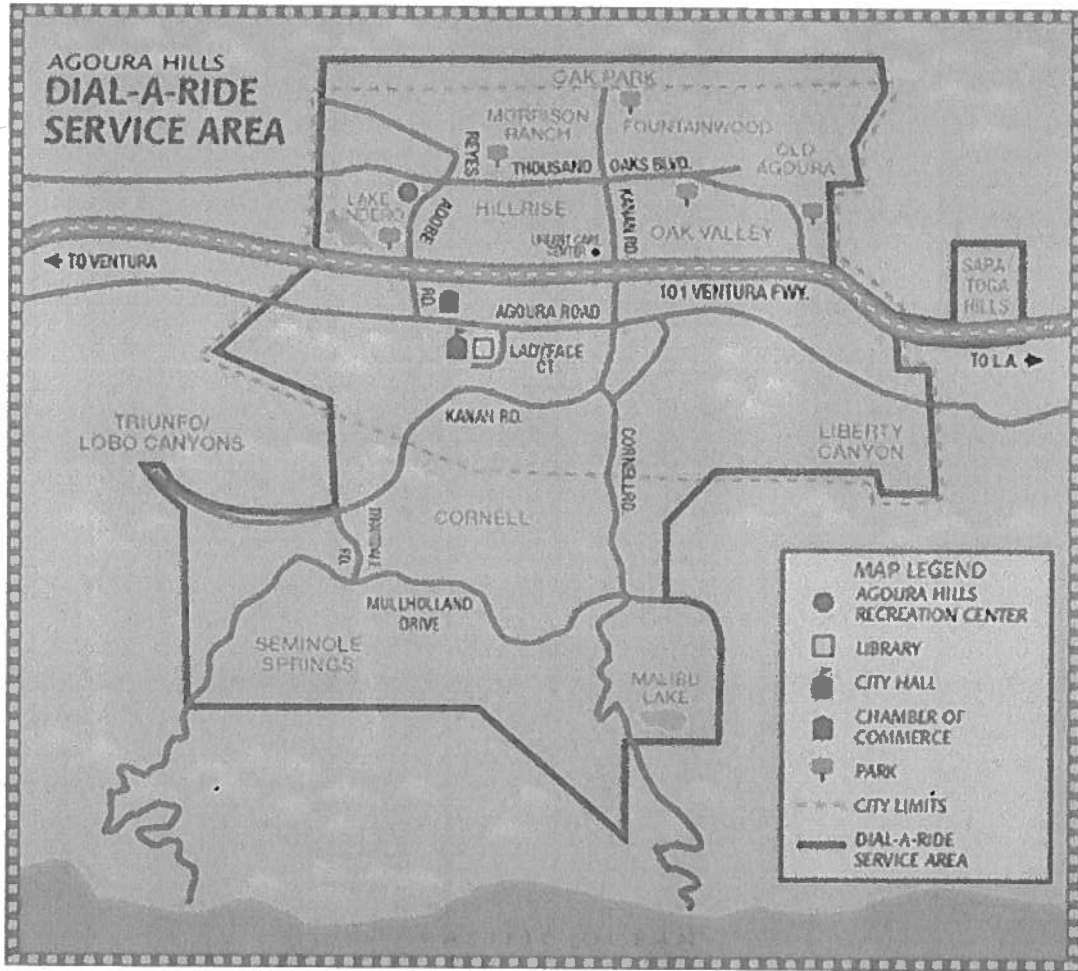
Costs for fuel and for phone charges specific to the City's owned DAR reservations and information line shall be at "billed" charges by Contractor's Fleet Division and vendors without additional mark-ups by the City.

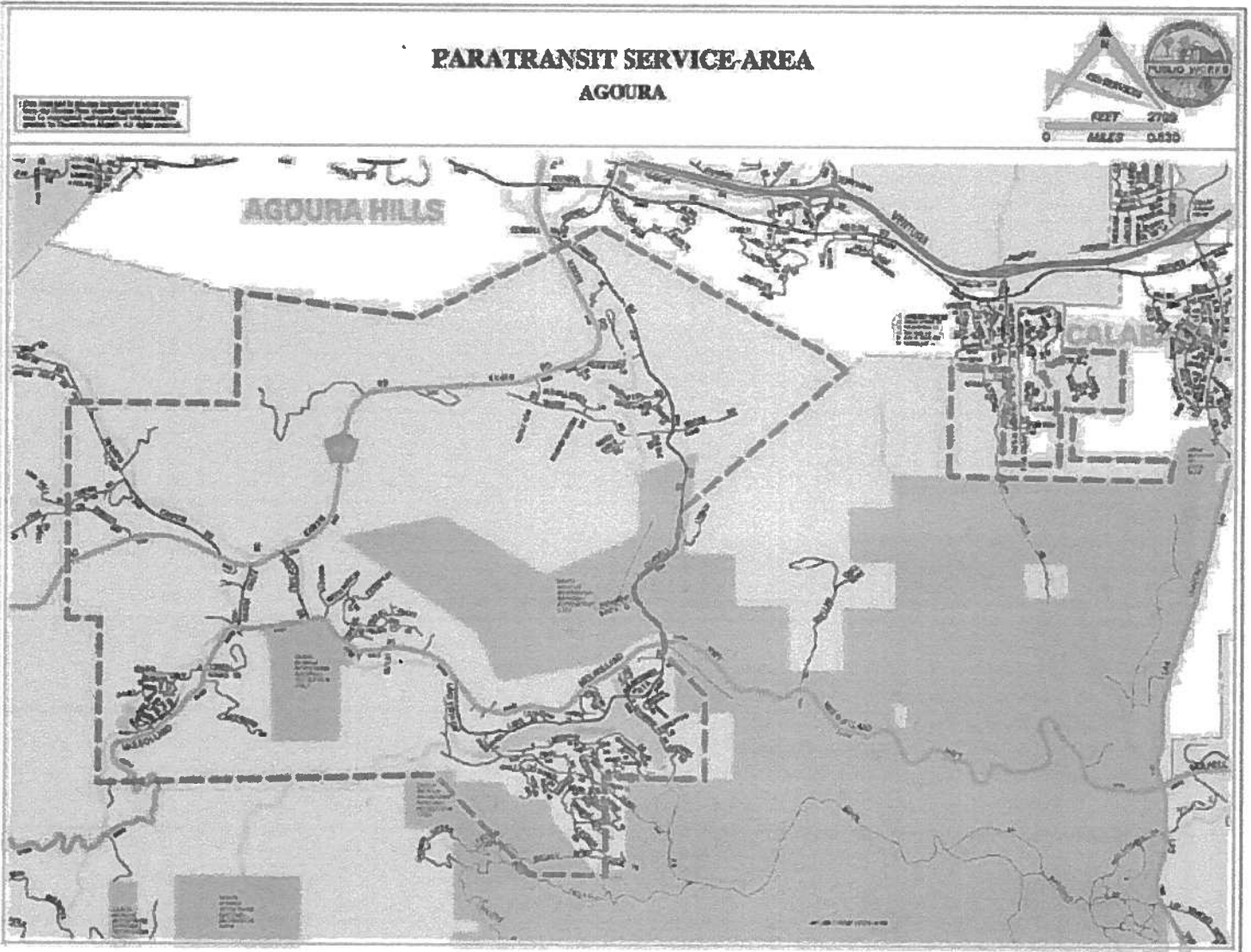
Administration Fee

Contractor shall charge a monthly Management Fee of \$4,705 consisting of \$3,855 for DAR and \$850 for Special Event Bus Services, which shall be fixed for the first year of the contract. Management Fee shall be adjusted annually, effective July 1, for each subsequent year of the contract and the fee shall be established by mutual consent. Should City elect to terminate Special Event Bus Services with the Contractor, Management Fees will be applied only for DAR and at the rate agreed to.

APPENDIX C

MAP OF SERVICE AREAS (CITY PROGRAM/UNINCORPORATED LA COUNTY)





APPENDIX D

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM (LA COUNTY)

A) Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B) Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Name:		
Address:		
City:	State:	Zip Code:
Telephone Number:		
Name and Type of Goods or Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

Part II-Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under the penalty of perjury under the State of California that the information state above is correct and true.

Print Name:	Title:
Signature:	Date:

APPENDIX E

SAFELY SURRENDER BABY LAW FACT SHEET AND FLYER (LA COUNTY)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows parents to safely and confidentially surrender their newborn baby to hospital or fire station staff within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

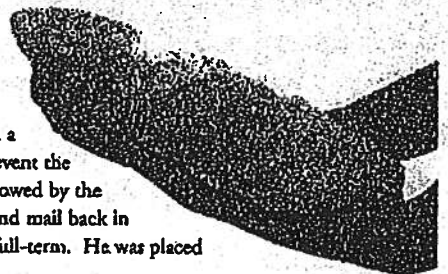
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

