

**AGREEMENT BETWEEN CITY OF AGOURA HILLS AND
LAIDLAW TRANSIT SERVICES INC.**

**FOR CONTRACT SERVICES TO OPERATE THE CITY'S DIAL-A-RIDE SERVICE AND
BUS**

THIS AGREEMENT, is made and entered into in the City of Agoura Hills on this 22nd day of June, 2005, by and between the CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and Laidlaw Transit Inc., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONTRACTOR to perform related professional duties as set forth in Exhibit "A"; and

WHEREAS, CONTRACTOR possesses the required competence, personnel, vehicles and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The Term of this Agreement shall be from July 1, 2005 through June 30, 2006. The CITY upon mutual agreement with Contractor may exercise one (1) or two (2) one (1)-year extensions. Rates for extensions shall not exceed the rates for the Initial Term of this agreement adjusted to coincide with changes in the current Los Angeles – Long Beach Consumer Price Index.

2. **CITY'S OBLIGATIONS.** After CONTRACTOR has performed the services as specified in this Agreement, CITY will pay and CONTRACTOR shall receive payments based upon the actual services received by CITY and the fees charged by CONTRACTOR at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

CONTRACTOR shall adjust the amount billed on a monthly basis to coincide with changes in the cost of gasoline in accordance with the following terms:

CONTRACTOR's "Base Fuel Cost" during the Term of this Agreement shall be \$2.00 per gallon of gasoline, inclusive of all applicable taxes. Each month during the Term of this Agreement, including any renewals or extensions thereof, CONTRACTOR's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of gasoline actually purchased by CONTRACTOR for consumption in the performance of this Agreement by (ii) the difference between the \$2.00 Base Fuel Cost and the average price per gallon of gasoline fuel actually paid by the CONTRACTOR during the month for which the invoice was issued. CONTRACTOR shall exercise reasonable commercial diligence to purchase gasoline at economical cost.

Payments to the CONTRACTOR shall be made within 30 days after receipt of an original, complete and accurate invoice from the CONTRACTOR and acceptance by the City. At the discretion of the CITY's City Manager or his designee, the CITY may require additional documentation of CONTRACTOR's invoices prior to payment, which the CONTRACTOR shall promptly supply to the CITY.

3. CONTRACTORS OBLIGATIONS. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by CITY, CONTRACTOR agrees with CITY to furnish the services and to do everything required by this AGREEMENT, the scope of work attached hereto as Exhibit "A", the Fleet Specifications attached hereto as Exhibit "C," the Proposal submitted by the CONTRACTOR and the Best and Final Offer submitted by the CONTRACTOR. All such services shall be provided at the costs specified in Exhibit "B". Without limiting the generality of the foregoing, CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

4. HOLD HARMLESS AND INDEMNIFICATION. To the full extent permitted by law, CONTRACTOR agrees to defend with counsel of CITY's choosing, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any intentional misconduct or negligent act or omission of CONTRACTOR, its agents, employees, and subcontractors of any tier and agents or employees thereof in connection with the performance or non-performance of this Contract. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONTRACTOR shall maintain in full force and effect throughout the Term of this Agreement, and furnish CITY with proof of, policies of insurance in at least the following minimum amounts and specifications within three (3) calendar days following the execution hereof:

- | | | |
|----|--|--|
| a) | Commercial General Liability
(must be written on an occurrence form and include bodily injury, property damage) | \$1,000,000 occurrence/
\$3,000,000 aggregate |
| b) | Business Automobile Liability
(must be written on an occurrence form, combined single limit) | \$5,000,000 |
| c) | Worker's Compensation | \$ 250,000 Statutory |

All such policies of insurance shall be primary non-contributing as to the CITY, shall not require subrogation on the part of the CITY and shall be issued by insurance carries admitted to do business in the State of California with a current AM Best's Guide rating of A:VII or better. Coverages 5.a) and b) shall also include a City approved endorsement form or a copy of insurance policies providing an additional insured endorsement naming the CITY, its agents and employees as additional named insured, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to

the CITY. For coverages 5.a) and b) a City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6. AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by duly authorized representatives of both parties.

7. TERMINATION. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONTRACTOR in which case CONTRACTOR shall be entitled to receive compensation for the reasonable value of CONTRACTOR'S services performed through the termination date. In addition to the foregoing if, during the term of this Contract, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONTRACTOR to said effect. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed up to the day it received CITY'S Notice of Termination, minus any offset from such payment representing the CITY'S damages from such breach. Failure of CONTRACTOR to provide CITY staff reports, exhibits, charts, graphs, and other written material which meets or exceeds reasonable professional standards shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

9. COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing executed by duly authorized representatives of both parties shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto. Exhibits A, B, and C, attached hereto, are incorporated herein by reference.

10. TIME OF PERFORMANCE. Time is of the essence in this Agreement.

11. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical

condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

12. AUDIT. During the Term of this Agreement and for a period of four (4) calendar years thereafter, the CITY shall have the option of inspecting and/or auditing all records, reports and other written materials generated, maintained and used by CONTRACTOR in the course of performing under this Agreement. The CONTRACTOR shall maintain in an easily accessible location and form all such records for a period of at least four (4) calendar years following the Term of this Agreement or any extension thereof, and shall make such records available to the CITY's staff or auditors upon not less than seven (7) calendar days written notice from the CITY to the CONTRACTOR.

13. JURY SERVICE. Contractor is solely responsible to adhere to ordinance amending Title 2 – Administration of the Los Angeles Code relating to jury services policies of contractors of the County of Los Angeles. Contractor must execute contract with Los Angeles County found in Exhibit E prior to beginning operations.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY	Jim Thorsen, Assistant City Manager City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
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CONTRACTOR	Laidlaw Transit Services, Inc. 15260 Ventura Boulevard, Suite 1050 Sherman Oaks, CA 91403
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15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONTRACTOR covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONTRACTOR fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

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

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

City Clerk, City of Agoura Hills

By: _____
Mayor, City of Agoura Hills

APPROVED AS TO FORM:

City Attorney, City of Agoura Hills

CONTRACTOR:

Laidlaw Transit Services, Inc. (two authorized signatures or corporate resolution required)
15250 Ventura Boulevard, Suite 1050
Sherman Oaks, CA 91403

By: _____
Name

Signature

Title

By: _____
Name

Signature

Title

City Business License No.: _____

EXHIBIT A

SCOPE OF WORK

SECTION 1 – BACKGROUND AND OVERVIEW

A) Dial-A-Ride (DAR)

The Agoura Hills DAR serves the general public in the City of Agoura Hills and in adjacent portions of Los Angeles and Ventura Counties. The Contractor shall provide service on behalf of the City Monday through Friday from 7:00 am to 7:00 pm and on Saturdays from 9:00 am to 4:00 pm throughout the Term of this Agreement. Monday through Friday, the DAR deploys up to four vehicles, while on Saturdays only two are used.

No services shall be provided on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

The DAR service shall be provided utilizing CONTRACTOR-owned vehicles.

B) Bus Services

The City owns a 22-foot cutaway bus, which the Recreation Department uses for its senior, teen and other programs. The City occasionally uses the bus for special events in and around the City. Bus use is likely to run about 500 hours per year, although budget considerations may increase or reduce that amount. Contractor will provide a driver at the request of the City's Recreation Department at the rate established in Exhibit B.

C) Out of Contract Service

Contractor will provide Out of Contract service for rates established in Exhibit B. Out of Contract services will include any and all requests for services by the City that are not specifically related to Dial-A-Ride or use of the City Bus. These services will be provided by Contractor vehicles and/or City owned van 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.

D) Special Service to Thousand Oaks and Westlake Village for Seniors and Persons with Disabilities

The City provides curb-to-curb service for seniors and persons with disabilities between the City to Agoura Hills and specified locations within the City of Thousand Oaks and Westlake Village. Currently, eligible riders may call and request immediate service. Thousand Oaks destinations include specific medical and shopping facilities. Riders pay a premium fare 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 4.0 passengers per hour requirement.

Rides provided as part of this program shall be billed separately from the Dial-A-Ride services using the appropriate hourly rate.

Under this contract, the service agreement with the CONTRACTOR may be extended if the City exercises one or two of the one-year options.

Any rate increases shall be substantiated by valid documentation. Any such increase shall not exceed the rates for the Initial Term of this agreement adjusted to coincide with changes in the current Los Angeles – Long Beach Consumer Price Index.

The City of Agoura Hills is under no obligation to exercise either of the two options and has made no representation that this option would be automatic.

SECTION 2 – PROJECT SCOPE

The DAR service consists of the provisions of curb-to-curb dial-a-ride services. Services may be provided with either city-owned or CONTRACTOR provided vehicles. CONTRACTOR is requested to provide prices for each option.

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.

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 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 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, including but not limited to:

Drug and Alcohol Testing:

The successful 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 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 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 funding penalties imposed on the City due to the CONTRACTOR'S failure to comply with above mentioned reporting requirements.**

B) Vehicles/Equipment

All 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.

CONTRACTORS' vehicles must be available for inspection by City staff or third party contractor prior to contract award. CONTRACTORS vehicles need not be new but they must be 2001 or newer models.

Descriptions of the vehicles to be provided under this contract are included in Exhibit C.

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 for this service. CONTRACTOR will be responsible for the expense of placing decals on vehicles.

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 an adequate air conditioning as established by the vehicle manufacturer. 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 vehicle available to use as back-up in the event that one of the primary vehicles is unable to operate. This back-up vehicle will be obtained from: 1. City owned van. 2. Laidlaw's excess fleet. 3. Other sources acceptable to the City. Whenever a primary vehicle is disabled or unavailable due to maintenance or repair needs, the contractor shall dispatch a back up into service within 30 minutes of the time when the disability first occurs. The back-up vehicle shall meet the same criteria as those of the primary vehicles.

C) Vehicle Maintenance

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. 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.

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 CONTRACTOR and made available to the City.

Whenever possible, CONTRACTOR will have light routine maintenance performed on Saturdays by local vendors in an effort to return vehicles into operation as soon as possible.

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

Throughout the term of this contract, the 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 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 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 promptly transmitted to the City within five working days of such inspection.

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 of contract, CONTRACTOR shall return all City owned 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 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.

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.

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 shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standards described in the RFP or established by the City. The CONTRACTOR and its employees, subcontractors, and agents engaged in the performance of this project ~~are not~~ employees of the City.

The 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'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 shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security.

The CONTRACTOR shall hold harmless the City from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

CONTRACTOR shall remove from DAR and bus services any personnel provided by the CONTRACTOR for the performance of the work described herein upon request of the City. Said request shall indicate the cause for such removal.

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 shall be responsible to recruit a sufficient number of employees to compensate for high employee turnover by running a standing recruitment ad in an appropriate publication. In addition, upon receiving notice of terminating employee, CONTRACTOR shall run concurrent ads in local publications. In emergency situations, CONTRACTOR will seek assistance from other Laidlaw locations i.e. Oxnard, El Monte, Long Beach and Redondo Beach and/or the District Manager and/or Area General Manager for additional resources.

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 procedure, 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.

CONTRACTOR shall maintain an up-to-date personnel roster, which shall be submitted to the City on a regular basis.

E) Project Manager

The Project 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.

The Project 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 Project 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.

CONTRACTOR shall not replace the Project Manager without written consent of the City, unless the Project Manager will no longer be employed by CONTRACTOR. If Project Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of an acceptable replacement no later than fifteen (15) working days prior to the departure of the incumbent Project Manager.

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 be subject to outstanding warrants for 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 passengers' needs, including assisting passengers in boarding and alighting, upon their 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. Vehicle operators shall assist passengers in wheelchairs with tie downs.

Vehicle operators shall be in uniform acceptable to the City, including nametags clearly displaying their name while performing their duties. Uniforms shall consist of a white "Polo" style shirt (containing Agoura Hills Dial-A-Ride Logo), and khaki pants. No shorts are allowed unless otherwise approved by the City.

Drivers will, when requested by City, distribute notices to passengers or otherwise render assistance in City's monitoring and supervising operations.

All complaints received by the 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 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

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using Dial-A-Ride vehicles. CONTRACTOR shall describe their method of accommodating requests for immediate service that maximize productivity while maintaining a high level of service to passengers.

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.

CONTRACTOR shall provide a dedicated phone number to facilitate communication between CONTRACTOR Project Manager and the City.

I) Computer and Facsimile Capabilities

CONTRACTOR must have IBM-compatible (Pentium III or higher) 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 both on paper and on computer diskette or CD. Reports may be sent via electronic mail as well.

CONTRACTOR must also have a facsimile machine, at the dispatch center for communication with the City when needed.

J) Fare Collection Policy

The cash fare for the City of Agoura Hills shall be determined solely by the City. 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, and/or conduct fare reconciliation audits.

The 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

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 be automatically revoked 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.

The time that the DAR is out of service shall not be charged to City on the monthly invoice.

M) Safety Program

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. CONTRACTOR shall comply with all applicable California Highway Patrol

ADA and OSHA requirements.

N) Accident, Emergency and Incident Procedures

The CONTRACTOR shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The 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 CONTRACTOR'S supervisor. CONTRACTOR, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

Medical Assistance to Passengers

The 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 CONTRACTOR'S supervisor by radio of the situation and location of the vehicle and the supervisor 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 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 shall require all vehicle operators to report any accident or incident involving the vehicle to the CONTRACTORS supervisor. The supervisor 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 three hours or at the beginning of the next business day, if accident occurs at night, and in writing within 24 hours. 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 CONTRACTOR shall submit all accident-related reports to the DMV as required. CONTRACTOR must assume all liability for accidents and workers' compensation claims, etc.

Emergency/Natural Disaster

In the event of an emergency or natural disaster, 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 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 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.

N) Operations and Maintenance Facility

The CONTRACTOR shall operate service from facility identified in Exhibit D. Facility shall be sufficient to enable the CONTRACTOR to effectively manage and operate the bus and DAR services. City must approve a relocation of this facility prior to relocation.

O) Indemnification

The CONTRACTOR agrees 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, 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 regarding loss or damage of any kind during the performance of the project.

P) 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 Contract for details of Insurance requirements.

Q) Records and Reporting

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 City representative must have access to such records for the purpose of inspection, audit and copying at reasonable times during CONTRACTOR'S usual and customary business hours. All project records prepared

by the CONTRACTOR shall be owned by the City of Agoura Hills and shall be made available to the City at no additional charge. The 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 Assistant City Manager. These monthly reports shall be received no later than the 10th calendar day of the following month. The format to be used for these monthly summaries shall be developed by the CONTRACTOR in cooperation with the City.

Daily Records

Vehicle trip sheets shall be maintained by vehicle operators. 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.

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 indicating times of lunches, breaks, road calls and any other service interruptions.

Other Reports

The CONTRACTOR will prepare the applicable portions of reports required by LACMTA and other agencies, including FTA National Transit Database and Sub-Regional Incentive Program.

Accounting

The Project Manager 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 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) 4.0

- 3) Fewer than three substantiated complaints per month.

- 4) Do not exceed budgetary limits determined by City. After the second month of service, 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 4.0. Revenue hours for the first month of service shall not exceed 1,150. Revenue hours for the second month billed to the City shall be determined by dividing the number of passengers carried during the month by 3.0.

B. Liquidated Damages

In the event that the 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 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 CONTRACTOR using vehicle operator trip sheets or trip tickets. City reserves the right to audit the accuracy of the on-time checks performed by the CONTRACTOR. Determinations made by City regarding the accuracy of on-time checks shall be final.

- 2) \$1,000.00 in the event the CONTRACTOR receives a rating of unsatisfactory from the California Highway Patrol (CHP) based on CHP'S annual terminal inspection of CONTRACTOR'S location.

- 4) \$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.

- 5) \$50.00 per occurrence that any vehicle is determined by City to have an improperly operating air conditioning system.

- 6) \$20.00 per occurrence that a vehicle operator fails to wear a proper uniform.
- 7) \$50.00 per validated complaint after 3rd complaint in any month or upon CONTRACTOR not passing any City inspection of vehicles.
- 8) \$100.00 per occurrence for failure to provide accurate ridership and trip sheets as required within any monthly accounting period.

EXHIBIT B

**COST FORM FOR DIAL-A-RIDE SERVICES
FOR FY 2005-2006**

Using Contractor-owned vehicles Cost per revenue vehicle hour*	43.52
Using City-owned vehicles Cost per revenue vehicle hour*	40.81
Out of contract rate for special service Cost per revenue vehicle hour*	26.88
Using City-owned bus Cost per revenue vehicle hour*	26.88

*A revenue vehicle hour is the time between the first pick-up and the last drop-off less driver breaks and service interruptions.

EXHIBIT C

FLEET

VEHICLE FLEET DESCRIPTION

**Four (4) low floor, eight seat (including driver) LS Chevrolet Ventura vans
Specifications as follows**

Exterior

- Body moldings: - Body-side, Black
- Bumpers: - Front and rear, color-keyed fascias with rub strips
- Door: - Dual sliding side
- Front and sliding side-door reflectors
- Grille: - Chrome with gray insert
- Headlamps: - Daytime Running Lamps with Automatic Exterior Lamp Control
- Headlamps, composite halogen
- Mirrors: - Outside dual power remove
- Outside dual power remote, heated
- Side-door beams: - Two-sided galvanized steel side body panels (except roof and hood)
- Wipers: - Windshield: intermittent variable with washer
- Rear-window: with fixed delay and washer

Interior

- Airbags: - Front: driver and right front-passenger
- Side-impact: driver and front-passenger
- Air conditioner: - Front
- Air filtration: - Particle filter
- Cargo: - Anchors, four rear-area cargo
- Console: - Overhead with reading lamps and storage compartment
- Center with two storage areas
- Cruse: - Cruise control
- Cup holder(s): - First, second, and third row
- Defogger: - Read-window and front-side windows
- Floor covering: - Color-keyed, carpeted floor mats, front and rear
- Glass: - Deep-tinted rear side door, rear quarter and liftgate windows
- Special heat-reflective solar-glass windshield
- Glove Box: - Glove box
- Heat ducts: - Rear-area heat ducts
- Warning lights: - Low oil, low coolant and door ajar
- Lights, interior: - Interior roof rail, glove box, dome, rear, cargo area

- Locks:
 - Power door/liftgate with delay feature (programmable)
 - Child safety sliding door
 - Remote keyless entry
- Outlets:
 - Instrument panel
- Steering column:
 - Tilt-wheel
- Steering wheel:
 - Power, reduced effort, rack-and-pinion
- Windows:
 - Power with driver's Express-Down feature
- Window, swing-out:
 - Power swing-out rear-quarter vent

Sound Systems

- Sound:
 - AM/FM stereo with CD player, TheftLock, speed-compensated volume, auto tone control and Radio Data System (RDS)

Engine/Chassis

- Alternator:
 - 105-amp
- Battery:
 - Battery-rundown protection
- Brakes:
 - Power front disc/rear drum with four-wheel antilock: includes side-impact air bags (includes four-wheel disc brakes on all-wheel-drive models)
- Engine:
 - 3400 V6 SFI
- Exhaust System:
 - Stainless-steel exhaust system, aluminized rear of the catalytic converter
- Fuel tank:
 - 20-gallon capacity (approximate)
- Suspension:
 - Soft-Ride: includes P215/70-R15 all-season tires
- Transmission:
 - 4-speed electronically controlled automatic
- Transmission interlock:
 - Brake/transmission shift interlock

Seating

- Safety belts:
 - Comfort guides at second-row driver-side outboard seating position and rear-row outboard seating position
- Seating:
 - Seven-passenger: 2 front bucket, two-passenger 60/40 split-bench and three-passenger 50/50 split-bench includes single integral child seat

Wheels/Tires

- Wheels:
 - 15-inch steel with bolt-on wheel cover
- Tires:
 - P215/70R-15 blackwall all-season
 - Compact spare

Preferred Equipment

- Climate Package:
 - Solar-Ray deep-tinted glass
 - Rear-window defogger with outside heated mirrors
 - Rear intermittent wiper with washer
- Soft-Ride Suspension Package:
 - P215/70R-15 all-season tires

Capacities

Model:	Venture Regular Wheelbase
Est. curb weight (std.):	- 3699 lbs.
Maximum (1) GVWR:	- 5357 lbs.
Base payload (std.):	- 1612 lbs.
Max. cargo capacity:	- 119.8 cu. Ft.
Fuel tank capacity:	- 20 gal. (approximately)

1 Gross Vehicle Weight Rating (GVWR). When properly equipped, includes weight of vehicle, passengers, cargo and equipment.

Dimensions

Exterior:	- Wheelbase: 112.0 in - Length: 186.9 in - Height: 67.4 in - Maximum width: 72.9 in - Side-door load opening height – 44.0 in width – 29.4 in - Rear-door load opening height – 40.7 width above beltline – 43.0 in width at beltline – 51.4 in - Ground to rear load floor – 24.0 in - Ground clearance front – 8.3 in rear – 10.4 in
Interior:	- Head room: front – 39.9 in middle – 39.3 in rear – 38.8 in - Leg room front – 39.9 in middle – 36.9 in rear 34.0 in - Hip room front – 55.5 in middle – 60.4 in rear – 48.3 in
Cargo Area:	- Cargo volume (cu. ft.) with front seat – 126.6 with front seat and left-side sliding door – 119.8 with front/middle seats (max) – 67.5

- with front/middle/rear seats (max) – 19.9
- Width between wheel housings – 48.3
- Load floor length
 - with front seat – 86.1
 - with front/middle seats (max) – 50.7
 - with front/middle/rear seats (max) – 18.1
- Interior height – 45.8

Specifications

- Engine: - 3400 V6 SFI
- RPO: - LA1
- Displacement (cu. in.): - 207
- Bore x stroke (in): - 3.62 x 3.31
- Compression ratio: - 9.5:1
- Block material: - Cast-iron
- Cylinder head material: - Aluminum
- Valvetrain configuration:
 - OHV
- Valves/cylinder: - 2
- Induction: - SF1
- Ignition system: - Direct
- Lifters: - Hydraulic roller
- Cam drive - Chair
- Coolant capacity (qts) - 11.3
- Oil capacity (qts): - 4.5
- Alternator rating (amps):
 - 105
- Battery (SAE rating, cca): - 600
- Fuel: - Recommended unleaded 87 octane fuel

Steering Specifications

- Ratio: - 16.8:1
- Turning diameter curb-to-curb (ft.): - Regular Wheelbase Models – 37.4

Brakes Specifications

- Front:
 - Rotor size (diam. X thick) – 10.94 x 1.27 in.
 - Swept area – 240.6 sq. in.
- Rear:
 - Drum size (diam. X width) – 8.86 x 1.77 in.
 - Swept area – 98.6 sq. in.

Transmission Specs.

- Transmission:
 - 4T65-E
 - First gear – 2.92
 - Second gear – 1.57

Axle ratios:
Fluid capacity (qts.):
Case Material

- Third gear – 1.00
- Fourth gear – 0.71
- Reverse – 2.39
- 3.29
- 7.4
- Cast-aluminum

Fuel Economy

EPA estimated MPG city/highway
- 19 city/26 highway

One (1) Chevrolet Ventura Type IV Accessible Minivan (El Dorado National – Activan)

EXHIBIT D

OPERATIONS AND MAINTENANCE FACILITY

(See attached Letter)

SEE PDF FILE

EXHIBIT E

COMPLIANCE WITH JURY SERVICE PROGRAM

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

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.