

AGREEMENT FOR CONTRACT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	First Transit, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Nick Promponas, Senior Vice President
CONTRACTOR'S ADDRESS:	7581 Willow Drive, Ste. 103 Tempe, AZ 85283
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Louis Celaya
COMMENCEMENT DATE:	June 1, 2008
TERMINATION DATE:	June 30, 2011
CONSIDERATION:	See attached Scope of Work and Fee Schedule

**AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND
FIRST TRANSIT, INC., FOR CONTRACT SERVICES TO
OPERATE THE CITY'S DIAL-A-RIDE SERVICE AND CITY BUS**

THIS AGREEMENT, is made and entered into in the City of Agoura Hills on this 1stth day of June, 2007, by and between the CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and First 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 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 June 1, 2008 through June 30, 2011.

CONTRACTOR will adjust the amount billed to accommodate changes in the cost of gasoline in accordance with the following terms:

First Transit Inc.' s "Base Fuel Cost" is \$2.75 per gallon of gasoline, inclusive of all applicable taxes. Each month during the term of this contract, including any renewals or extensions thereof, First Transit Inc.'s invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of gasoline purchased by First Transit Inc. for consumption in the performance of this Contract by (ii) the difference between the \$2.75 Base Fuel Cost and the average price per gallon of gasoline fuel paid during the month for which the invoice was issued. First Transit shall maintain a file of all fuel receipts for the duration of the contract for auditing proposes.

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.

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.

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 Proposal submitted by the CONTRACTOR and the Best and Final Offer submitted by the CONTRACTOR. 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. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, County of Los Angeles, County of Ventura, its Board of Supervisors, Special Districts, officials, officers, employees, representatives, and agents respectively, 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 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, County of Los Angeles and County of Ventura and do whatever is necessary to protect the CITY, County of Los Angeles, County of Ventura, its Board of Supervisors, Special Districts, officials, officers, employees, agents, and representatives respectively as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONTRACTOR shall furnish CITY with proof of the following minimum insurance coverage's prior to the execution hereof:

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|----|---|---|
| a) | General Comprehensive Liability
(must be written on an occurrence
form and include bodily injury,
property damage) | \$2,000,000 occurrence/
\$3,000,000 aggregate |
| b) | Automobile Liability for owner autos
and non-owned/hired autos (must be
written on an occurrence form) | \$10,000,000 |
| c) | Worker's Compensation | \$ 250,000 Statutory
Coverage plus,
\$1,000,000 employer
liability limit |

5.a) and b) shall also include a City approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, County of Los Angeles, County of Ventura its Board of Supervisors, Special Districts, agents and employees, 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 coverage 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

service. A certificate evidencing such insurance coverage and an endorsement naming the Counties of Los Angeles and Ventura shall be filed with Director of Public Works respectively.

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 the CITY.

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. Furthermore, 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 and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

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. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to 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 D prior to beginning operations.

14. SAFELY SURRENDERED BABY LAW. Contractor shall provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

CITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. CITY encourages Contractor to post the County of Los Angeles’ “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. County of Los Angeles Department of Children and Family Services will supply CITY and Contractor with poster to be used.

15. 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	Louis Celaya, Assistant to the City Manager City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
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CONTRACTOR	First Transit Services, Inc. 7581 Willow Drive, Suite 103 Tempe, AZ 85283
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16. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONTRACTOR do 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.

17. 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

By: _____
Kimberly M. Rodrigues, City Clerk

By: _____
John M. Edelston, Mayor

APPROVED AS TO FORM:

By: _____
Craig Steele, City Attorney

CONTRACTOR:

First Transit Inc. (two authorized signatures or corporate resolution required)
7581 Willow Drive, Suite 103
Tempe, AZ 85283

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. Service is provided Monday through Friday from 7:00 am to 7:00 pm and on Saturdays from 9:00 am to 4:00 pm. Monday through Friday, the DAR deploys up to five vehicles, while on Saturdays only two are used.

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

DAR service has been provided utilizing Contractor-owned vehicles through May 2008. However, the City has purchased its own Dial-A-Ride vehicles and will utilize these vehicles during the duration of this agreement.

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.

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 served by Contractor using CITY owned bus or DAR 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.

D) Special Service to Thousand Oaks 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. 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.

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 backup handicap accessible vehicle to accommodate instances of non-operationable city owned vehicles or limited service impacted needs. Limited service impacted needs to be discussed between CITY and CONTRACTOR prior to deployment.

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 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

CITY shall be the 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 5. Insurance" of the agreement.

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. CITY vehicles need not be new but they must be 2008 or newer models with the

exception of CONTRACTOR back-up vehicle that may be used, as long it is not put into full-time permanent service. CONTRACTOR back-up vehicle need not be new but must be 2003 or newer model.

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, 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 an adequate air conditioning as established by the vehicle manufacture. 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. This accessible back-up vehicle will be obtained from: 1. First Transit' excess fleet. 2. Other sources acceptable to the CITY. 3. City owned van. CONTRACTOR shall use the First Transit excess fleet first, prior to initiating options 2 and 3. 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.

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 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.

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 or Sundays 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 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.

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: November 1, 2008, May 1, 2009, November 1, 2009, May 1, 2010, November 1, 2010, May 2011; 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 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 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 First Transit Inc locations i.e. Oxnard, El Monte, Paramount 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 quarterly 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 assistance up and down vehicle access ramp and with wheelchair 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. CONTRACTOR shall also provide the CITY with a telephone number to use in off hours in case of emergency.

8) 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.

9) 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.

10) 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.

11) 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.

12) 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's by telephone with 3 hours, and in writing within 24 hours.

If accident occurs at night or during CITY non-operating hours, CONTRACTOR shall immediately contact the CITY at the start of next business day.

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 Assistance

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.

CONTRACTOR shall provide CITY with access to 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.

N) Operations and Maintenance Facility

The CONTRACTOR shall operate service from facility identified in Exhibit C. 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.

13) 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.

14) 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 for details of Insurance requirements.

15) 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 to the 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:

16) 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. 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.

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 2006-2008**

Vehicles	2008-2009	2009-2010	2010-2011
Using Contractor-owned vehicles Cost per revenue vehicle hour*	48.73	50.19	51.69
Using City-owned vehicles Cost per revenue vehicle hour*	46.02	47.71	49.37
Out of contract rate for special service Cost per revenue vehicle hour*	30.64	31.55	32.49
Using City-owned bus	30.64	31.55	32.49
Annual Not To Exceed Amounts:	\$462,915.00	\$479,943.00	\$496,582.00

*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

OPERATIONS AND MAINTENANCE FACILITIES

Operation Facility

First Transit Inc currently operates from 5320 Derry Avenue, Suite O, Agoura Hills, CA 91301

Maintenance Facilities

The following vendor is used by First Transit Inc. for light maintenance:

Courtesy Chevrolet (PMI/Oil Changes)
3610 E Thousand Oaks Blvd
Westlake Village, CA 91362

H & A Auto (PMI's and oil changes)
28115 Dorothy Drive
Agoura Hills, CA 91301
(818) 707-0163

All additional maintenance will be handed by Courtesy Chevrolet and First Transit Inc. in Oxnard. All Bus maintenance will be handled in Oxnard.

Contact: Juan Perez
610 W. Hueneme Road
Oxnard, CA 93033
(805) 986-7040

EXHIBIT D

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.

**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; and, 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.

OR

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 penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

**SAFELY SURRENDERED BABY LAW
FACT SHEET AND FLYER**