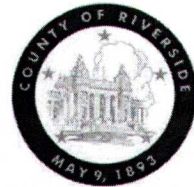


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.3
(ID # 16927)**

MEETING DATE:

Tuesday, September 28, 2021

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve the Professional Service Agreement with Francesca's Transportation, Inc. for Fixed Route Transportation Services for four years; All Districts. [\$720,000 Total Cost - General Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Francesca's Transportation, Inc. for Fixed Route Transportation Services for \$180,000 annually for four years through September 30, 2025, and authorize the Chairperson of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and
3. Direct the Clerk of the Board to return two (2) executed Agreements to the Purchasing and Fleet Services Office.

ACTION:Policy

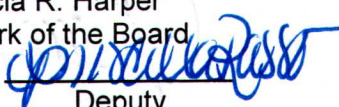
Juan C. Perez, Chief Operating Officer

9/10/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 28, 2021
xc: EO

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$135,000	\$180,000	\$720,000	\$0
NET COUNTY COST	\$135,000	\$180,000	\$720,000	\$0
SOURCE OF FUNDS: Department Budget – 100% General Fund			Budget Adjustment: No	
			For Fiscal Year: 21/22-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County currently provides transportation services for jurors in the downtown areas of Riverside County due to insufficient parking availability in the areas. This service has been successful and convenient for Riverside County citizens performing their civil duties as jurors.

Impact on Residents and Businesses

Riverside County citizens summoned for jury duty in the downtown area of Riverside are guaranteed a parking spot for their vehicle and provided with transportation to the Robert Presley Hall of Justice.

Additional Fiscal Information

The proposed pricing of \$180,000 per year is based on Francesca's Transportation, Inc.'s bid response for the duration of the agreement. The total cost of the agreement shall not exceed \$720,000.

Contract History and Price Reasonableness

County Purchasing released a Request for Quote (EOARC-058) on behalf of the Executive Office. Approximately 131 potential bidders were notified of the solicitation; five (5) qualified bidders responded to the solicitation. The proposals were reviewed by the Executive Office and County Purchasing and the award was made to Riverside Transit Agency (RTA) as the most responsive and responsible bidder for the first year. The award was made with the contingency that annual renewals would be based on the review and approval of RTA's proposed annual cost for each renewal period.

The first year was awarded to RTA (Item 3.3 November 10, 2020) with a subsequent amendment extending through September 30, 2021. Based on the annual renewal pricing for years 2-5 submitted by RTA, it is recommended that services now be awarded to the next most responsive and responsible bidder, Francesca's Transportation, Inc. The cost proposals for years 2-5 range from \$180,000 to \$249,489 per year. The recommended award to Francesca's Transportation, Inc. will result in a cost savings of approximately 28% per year for years 2-5.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement between County of Riverside
and Francesca's Transportation, Inc.


Tina Grande, Director of Purchasing and Fleet Services 9/13/2021


Jason Farin, Principal Management Analyst 9/21/2021


Gregory V. Priamos, Director County Counsel 9/14/2021

PROFESSIONAL SERVICE AGREEMENT

for

FIXED ROUTE TRANSPORTATION SERVICES

between

COUNTY OF RIVERSIDE

and

FRANCESCA'S TRANSPORTATION, INC.

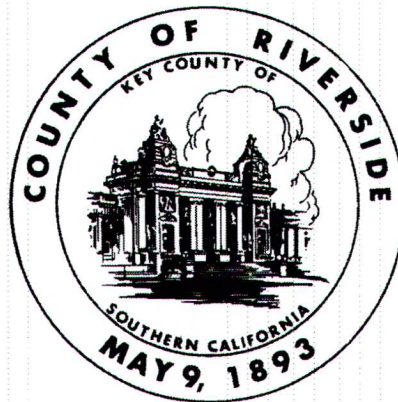


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This Professional Service Agreement, by and between FRANCESCA'S TRANSPORTATION, INC., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on October 1, 2021 and continue in effect for four years through September 30, 2025, unless terminated sooner. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one-hundred eighty thousand dollars (\$180,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Price increases shall be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-PSA-95294-0003309); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered monthly in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance

under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the

System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 Nothing in this Agreement shall prevent CONTRACTOR from utilizing subcontractor(s) as it deems appropriate to perform its obligations under this Agreement; provided, however, that CONTRACTOR shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and CONTRACTOR shall remain primarily liable to COUNTY for the performance of such subcontractor.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment

furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR (including its employees, agents, and subcontractors) is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that

employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the

CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

EXECUTIVE OFFICE
4080 LEMON STREET, 4TH FLOOR
RIVERSIDE, CA 92501

CONTRACTOR

FRANCESCA'S TRANSPORTATION, INC.
1136 GREENFIELD DR.
EL CAJON, CA 92021

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any

questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and

regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. Specifically, in the event that the County of Riverside Board of Supervisors declares a state of emergency, CONTRACTOR shall comply with all applicable restrictions and shall make necessary modifications accordingly, with minimal disruption to the services provided under this Agreement.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 Counterparts; Use of Digital Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic

identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

FRANCESCA'S TRANSPORTATION, INC.

By: Karen S. Spiegel
Karen Spiegel, Chairperson
Board of Supervisors

By: [Signature]
Dani Rafo
President

Dated: SEP 28 2021

Dated: 8.25.2021

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

1. Contractor Responsibilities

- 1.1. Day-to-day operation and management of services described in this Agreement, in compliance with COUNTY operating policies and all applicable local, county and federal laws and regulations.
- 1.2. Provide vehicles/shuttles (capacity between 22-26 passengers).
- 1.3. Provide and maintain operating and service facilities adequate to support the continued operation of the services described in this Agreement.
- 1.4. Schedule and dispatch all drivers and vehicles.
- 1.5. Supply a sufficient number of properly qualified drivers, operations personnel with expertise necessary to operate the services.
- 1.6. Operate vehicles that are free of graffiti, glass and body damage.
- 1.7. Provide and maintain an administrative telecommunications system.
- 1.8. Supply properly qualified mechanics or procure the services of properly qualified maintenance personnel through a subcontractor to provide maintenance for unleaded gas and CNG fueled vehicles.
- 1.9. On-going management and supervision of all personnel (drivers, dispatchers, road supervisors, training and office personnel) including hiring, testing, training, supervision, and evaluation.
- 1.10. Distribute service-related information including County provided Ride Guides and Rider Alerts to riders as needed. Respond to routine customer inquiries at service pick-up points.
- 1.11. Report any discrepancies with regards to displays of outdated bus schedules or other displays containing inaccurate information.
- 1.12. Maintain compliance with Americans with Disabilities Act (ADA).
- 1.13. All safety sensitive employees shall undergo a pre-employment drug test and ongoing drug/alcohol tests as required by FTA/DOT during their employment.
- 1.14. Provide administrative and vehicle storage facility sufficient to support the operation of the services.

2.

Vehicles

2.1. CONTRACTOR shall be responsible for providing all vehicles/shuttles to perform the transportation service for the COUNTY. Vehicles/Shuttles shall have a capacity to transport 22-26 persons. In the event of a Public Health crisis, CONTRACTOR shall modify/limit the passenger capacity, as required by law. During any transition phase, the COUNTY will view, inspect and approve of the condition of the shuttles prior to service start-up. Any discrepancies or unsatisfactory conditions identified by the COUNTY must be corrected.

3. Drivers

3.1. CONTRACTOR shall recruit and train a sufficient number of drivers to provide the services described in this Agreement. CONTRACTOR shall also maintain a sufficient number of back-up drivers to meet all contingencies without disrupting transit services. CONTRACTOR shall endeavor to hire and train qualified operators and minimize driver turnover.

3.2. Drivers recruited for operation of services shall meet the following qualification requirements:

3.2.1. Drivers must be legally licensed to operate a bus in the State of California with a valid Class B license with P endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

3.2.2. Driver candidates must be in good standing with DMV and not have more than Three (3) moving violations within the three-year period preceding operating of the County service. No driver who has had his driver's license revoked or suspended within the past five years shall be assigned to this Agreement.

3.2.3. Driver candidates must be able to speak, understand, read and write English.

3.2.4. Driver candidates must undergo and pass a physical exam as well as drug and alcohol screening at a facility approved with federal regulations.

3.2.5. Drivers are required to treat all passengers with respect and courtesy.

3.2.6. Drivers must be in full uniform while in revenue service, and uniform must be in good condition and in conformance with County requirements.

3.2.7. Operators are required to keep and carry a log at all times.

3.3. CONTRACTOR shall be responsible for all driver assignments consistent with the scheduling of service, including, but not limited to, run cutting, rostering, driver and vehicle relief coordination, and scheduling days off.

3.4. The CONTRACTOR's personnel wages and benefits, work hours, lunch periods and required breaks shall be established in compliance with local, county, state and federal regulations. At COUNTY's request, CONTRACTOR shall provide COUNTY with updated copies of its current personnel policies and procedures. COUNTY reserves the right to direct the CONTRACTOR to add, remove or change drivers, maintenance and administrative personnel within a specific time period should such action is deemed appropriate.

3.5. Driver Tools

3.5.1. CONTRACTOR shall ensure all necessary operating equipment is carried by the drivers. Drivers are required to be equipped with an operable and accurate time piece at all times.

3.6. Removal of Drivers

3.6.1. COUNTY may require that any driver be removed from transporting COUNTY customers for excessive complaints, rudeness, or inappropriate behavior or appearance.

3.7. Driver Feedback

3.7.1. Because drivers are the first line in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. CONTRACTOR shall have on-going mechanisms to capitalize on driver feedback.

4. Vehicle Assignment and Dispatching

CONTRACTOR shall be responsible for dispatching and assignment of vehicles consistent with the scheduling of service.

4.1. Required Personnel

4.1.1. CONTRACTOR shall provide qualified and fully trained personnel to:

- 4.1.1.1. Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day.
- 4.1.1.2. Assist drivers while they are in service to carry out assigned trips on-time, monitor the performance of scheduled trips.
- 4.1.1.3. Adjust the number of vehicles in service as needed to ensure on-time performance in the most safe and efficient manner; and
- 4.1.1.4. Ensure that unanticipated service demands, passenger incidents, vehicle accidents, other events and general service delivery are handled in accordance with COUNTY policies and procedures.

4.1.2. CONTRACTOR's dispatch personnel shall provide continuous monitoring of radio or other communications equipment during all hours that CONTRACTOR's vehicles are out of the yard and shall staff the Window Dispatch function. CONTRACTOR's Dispatch personnel shall be available on a daily basis. CONTRACTOR shall ensure the dispatcher staff remains on-duty from 30 minutes prior to the time the first vehicle leaves the yard until the last vehicle returns to the yard.

4.2. Dispatch Log

4.2.1. CONTRACTOR's dispatch staff shall create and maintain a Dispatch Log for each day of operation, which records the basic services provided on that day and, particularly, any and all accidents, incidents, road calls and other unforeseen events, which occur, and any response taken. This Dispatch Log shall be a computer record and may be a single record for that CONTRACTOR's operations or multiple records kept by individual dispatchers.

5. **Maintenance and Repair**

CONTRACTOR shall be responsible for all maintenance and repair work necessary to keep all vehicles in safe, reliable, working order. Maintenance services shall be handled through CONTRACTOR's third-party contractor, Empire Transportation. Subcontractor performance shall be managed by CONTRACTOR's Contracted Operations Department and other agency personnel as required in full compliance with all FTA/DOT standards. Subcontractor personnel shall meet the same standards as CONTRACTOR's employees, including drug and alcohol testing requirements

5.1. Must have ASE, other certification, or tested in the following areas:

5.1.1. Air conditioning, brakes, electrical, engines, steering, suspension, transmissions, and fuel systems.

5.2. Ability to:

5.2.1. Perform complete, reliable, and safe inspections;

5.2.2. Use test equipment effectively;

5.2.3. Obtain precision measurements as required;

5.2.4. Diagnose and perform repairs on systems as necessary;

5.2.5. Diagnose, repair, and maintain vehicle power trains, including but not limited to engines, transmissions, drive shafts, differentials, and related subcomponents;

5.2.6. Diagnose, repair, and maintain vehicle brake, steering, and suspension systems;

- 5.2.7. Diagnose, repair, and maintain electrical systems and components. Must be able to read and understand electrical schematics;
- 5.2.8. Diagnose and repair passenger lift equipment;
- 5.2.9. Diagnose, repair, and maintain heating, ventilation, and air-conditioning systems;
- 5.2.10. Adjust, repair, or replace damaged body parts and window glass; and
- 5.2.11. Complete the necessary paperwork associated with the job.

5.3. Special Qualifications

- 5.3.1. Experience in California DMV smog certifications;
- 5.3.2. All other DMV and CHP certification requirements;
- 5.3.3. In good standing with DMV;
- 5.3.4. Show evidence all mechanics have passed state required brake training; and
- 5.3.5. Air conditioning certified.

5.4. Preventive Maintenance

- 5.4.1. Preventive maintenance on service vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) Intervals must comply with California Highway Patrol (CHP) terminal inspection requirements and must include a comprehensive PMI program with maximum 2000/4000 minor /major inspection intervals. Vehicles not in good repair and/or working order, or, having traveled more than 3000 miles since its last preventative maintenance inspection, shall not be used in service until they are in compliance with COUNTY requirements.
- 5.4.2. CONTRACTOR shall develop a preventive maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records must be available for review by the COUNTY.
- 5.4.3. If required by the State of California, Service vehicles will be emission tested. CONTRACTOR shall be responsible for expenses associated with inspection.

6. Service Schedules

- 6.1. Development and distribution of service schedules, route and public timetables are the responsibility of the COUNTY. COUNTY shall provide CONTRACTOR with the schedule and headway for the fixed route, showing all trips, time points, stops, layovers, total scheduled miles and hours.

- 6.2. In the event that major service level changes are required from the service levels specified by the COUNTY, the COUNTY will give CONTRACTOR at least two (2) weeks to respond to major changes requiring more drivers or major adjustments to work shifts. As little as 24 hours' notice may be given to respond to minor adjustments.
- 6.3. Major changes shall be provided in writing by the County Project Manager and will be followed up with a written amendment to the Agreement. Minor adjustments on the time frame allowed may be provided verbally and followed up with written confirmation. CONTRACTOR may make recommendations on run cutting and look for opportunities to interline and provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement. COUNTY shall provide public schedules and route maps at each service change.
- 6.4. CONTRACTOR shall not supply revenue hours when they are not authorized by the County's Project Manager; unauthorized revenue hours operated by the awarded bidder will not be reimbursed by COUNTY. If the scheduled revenue hours are not operated or filled by CONTRACTOR, COUNTY may choose to procure vehicles and drivers from another source and charge back costs incurred to CONTRACTOR. Driver reliefs are the responsibility of CONTRACTOR. They shall not disrupt services and shall not be accomplished using the COUNTY's assigned service vehicles.
- 6.5. The service schedule provided by COUNTY shall accommodate one (1) thirty- (30) minute meal break for each driver during each shift schedule.

7. Communication Procedures

7.1. Telephone Communications

- 7.1.1. CONTRACTOR shall maintain at a minimum a business line and a toll-free line for the COUNTY and drivers to contact dispatch in the event radio communications fail to work. The business line shall be answered during normal business hours. The toll-free line shall be answered from the time the first bus leaves the yard until the last bus returns. CONTRACTOR shall provide County Project Manager with an emergency contact telephone number valid 24 hours a day.

7.2. Radio Communications

- 7.2.1. Voice radio communications equipment or other two-way communications system, services and maintenance shall be provided by CONTRACTOR for the service vehicles, dispatching personnel and Road Supervisors. CONTRACTOR may select the type of communication

system to be used, but it should provide at a minimum the same level of coverage afforded by the use of a radio communications system.

8. Dress and Appearance Standards

8.1. CONTRACTOR shall provide a uniform to be worn by all drivers when operating a vehicle in COUNTY service. Shirts and blouses shall have a logo patch on the right shoulder. Shoes must be an oxford style, either blue or black.

8.2. CONTRACTOR's drivers shall convey a professional image similar to that of the COUNTY's employees. It is the CONTRACTOR's responsibility to see the driver's uniforms remain in good repair, and do not appear old or worn out.

9. Personnel Policies

9.1. CONTRACTOR shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment opportunities, FTA Drug and Alcohol Regulations, Family Medical Leave (FMLA/CFRA), Compensation, Workers' Compensation and other regulations as appropriate.

10. Training

10.1. Vehicle Operator Training Requirements

10.1.1. CONTRACTOR shall be responsible for all training of vehicle operators

10.1.2. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by CONTRACTOR.

10.2. Operating Training Standards.

10.2.1. CONTRACTOR shall design, schedule and conduct ongoing training procedures, which will train and prepare all drivers assigned to COUNTY's Agreement in a manner that confirms to all federal, state and local laws and ensures COUNTY's operational objectives detailed below are met and approved by COUNTY.

10.2.1.1. Provide Services which are safe and reliable and that are in accordance with the requirements stated herein;

10.2.1.2. Provide Services which will maximize customer service in a professional manner; and

10.2.1.3. Provide Services in a manner, which will maximize productivity and performance.

10.2.2. A driver training course meeting the requirements of appropriate California statutes requiring that each driver receives a minimum of 50 hours of instruction consists of:

- 10.2.2.1. A review of applicable laws and regulations, including awarded bidder's Drug & Alcohol Policy;
 - 10.2.2.2. Eight (8) hours of defensive driving;
 - 10.2.2.3. Twenty (20) hours of behind-the-wheel training in all types of vehicles to be operated under this contract;
 - 10.2.2.4. Safe vehicle operations;
 - 10.2.2.5. COUNTY's policies and procedures for operation of public transportation services;
 - 10.2.2.6. Empathy training for the proper interaction and transport of special needs passengers;
 - 10.2.2.7. Lift/wheelchair tie down techniques and specific COUNTY procedures for the transport of passengers with wheelchairs and other mobility devices; procedures for handling situations when lift equipment is non-operational, or etc.;
 - 10.2.2.8. Full understanding of the American with Disabilities Act (ADA) as it relates to transportation;
 - 10.2.2.9. Operation of radio equipment or other communication equipment in accordance with county, state, and federal regulations;
 - 10.2.2.10. Four (4) hours of hands-on training using the radio and, if applicable, mobile data terminals;
 - 10.2.2.11. A minimum of four hours of customer service training;
 - 10.2.2.12. Fare collection, trip classification and counting;
 - 10.2.2.13. Route, schedule and fare information; and
 - 10.2.2.14. Mandatory refresher training for driver with repeated safety-related customer comments and accumulated minor infractions.
- 10.2.3. CONTRACTOR shall maintain a list of drivers who have completed the required training program for operation of bus services described in this SOW. This list shall be updated monthly and provided to COUNTY as additional active drivers are trained or removed from service. The list of drivers shall include, at a minimum, the following:
- 10.2.3.1. Name and badge number;
 - 10.2.3.2. Hire date;
 - 10.2.3.3. Date of certification;
 - 10.2.3.4. Hours of initial training;
 - 10.2.3.5. Department of Motor Vehicles registration expiration; and

10.2.3.6. Medical certificate and VTT certification expiration.

10.2.4. CONTRACTOR shall maintain a record of all training completed by each driver and must provide a copy of these records upon request of the COUNTY or other compliance agency (DMV, CHP).

10.2.5. CONTRACTOR shall provide the following training and safety support, at no extra cost to the COUNTY:

10.2.5.1. Monitoring and inspection of drivers' Motor Vehicle Records at least every six months through participation in the California Department of Motor Vehicles Pull Notice Program.

10.2.5.2. Promotion and reinforcement of driving and safety principles by awarded bidder's management and supervisory staffs, policies and programs.

10.2.6. In the event of federal, state and local laws change affecting driver certification or level of training required, CONTRACTOR shall be responsible for adopting any and all changes to their driver training program.

11. Compliance with State and Federal Regulations

11.1. Motor Vehicle Codes

11.1.1. CONTRACTOR shall fully comply with State and Federal Regulations. Regulations pertaining to licensing and operation of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13 and the Federal Motor Carrier Safety Regulations.

11.1.2. COUNTY shall periodically audit for compliance with the Commercial Motor Vehicle Safety Program including: a) Ten Year Employment History, b) Pull Notice Program, c) Medical Certificate and, d) Random Drug Testing Program, e) Passenger endorsement, and other certifications as appropriate.

11.1.3. Any CONTRACTOR employee, Subcontractor employee or driver applicants who have been convicted of violating speed laws more than once in 18 months or more than twice in 36 months; have accrued more than one point in 12 months, two points in 24 months or three points in 36 months; has a Motor Vehicle Record with any two point violation; or has an outstanding failure to appear or failure to pay violation, will not be eligible to work under this Agreement.

- 11.1.4. Subsequent to their employment on this or any other COUNTY project, any individual who accrues four points in 12 months, six points in 24 months or eight points in 36 months shall not drive any vehicle in service on this project until their point count falls below the threshold. Point counts are to be included in employee/driver files. No employee shall work on the Service in a safety sensitive position with a suspended license.
- 11.2. Drug and Alcohol Testing
 - 11.2.1. CONTRACTOR shall comply with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the Federal Transit Administration(FTA) regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended.
 - 11.2.2. The regulations included requirements for pre-employment of biennial physical examination, return-to-duty, and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of CONTRACTOR to ensure this testing is being conducted.
- 11.3. California OSHA
 - 11.3.1. CONTRACTOR shall comply with all California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention safety plan.
- 11.4. Americans with Disabilities Act (ADA) Requirements
 - 11.4.1. When CONTRACTOR's drivers stop to board a mobility impaired passenger, adequate time for the passenger to complete the boarding and disembarking process will be allowed. If a mobility impaired passenger is not able to board due to broken equipment or for any other reason, the driver shall stop and inform the passenger of the reason why he or she cannot be accommodated. The driver shall inform the passenger of when and how alternative transportation shall be provided.
 - 11.4.2. CONTRACTOR shall provide alternative transportation to the passenger within 30 minutes of the scheduled stop. CONTRACTOR shall bear the cost of any required alternative transportation. CONTRACTOR shall ensure that the driver and field supervisors are equipped with the keys and other instruments needed to operate the lifts, doors, clamps, and safety straps on its buses.

11.4.3. CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act in performing services under the Agreement. All drivers must be trained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, and any additional ADA or Federal Transit Administration training or testing that may be required by law.

11.4.4. CONTRACTOR shall comply and maintain the following additional ADA requirements when providing transit services under this Agreement:

11.4.4.1. All accessibility and safety related equipment must be inspected prior to roll out and, if necessary, repaired promptly so that the equipment is in proper working order at the time the bus begins its assignment route. If the route equipment becomes inoperable en-route and a compliant spare vehicle is available, the spare must be substituted at the end of the run for the bus with inoperable equipment.

11.4.4.2. CONTRACTOR shall provide written and spoken notice to their drivers regarding their obligations to provided full and equal access to passengers with disabilities.

12. Vehicle Cleanliness Requirements

12.1. To ensure high quality service for customers and improve vehicle life, it is imperative that vehicles remain clean and free from body damage (other than minor scratches). If vehicles are inspected by COUNTY staff and found to be out of compliance with vehicle cleanliness requirements, written notice will be served. Vehicles not brought up to standard within 30 days may be subject to specified penalties.

12.2. Daily Vehicle Cleanliness Standards

Vehicle Cleanliness shall be conducted on a daily basis to ensure a positive image for this premium service. At a minimum, the daily cleaning will consist of:

12.2.1. Clean inside of all windows, removing all dust fingerprints and head prints.

12.2.2. Remove all dust from seats, dashboards, wheel wells, rails, and ledges.

12.2.3. Sweep all floor areas; mop all liquid spills.

12.2.4. Ensure bus is free of all paper, gum and debris, etc.

12.2.5. Repair all damaged seats.

12.2.6. Daily removal/repair of graffiti.

12.2.7. Wash vehicle exterior; ensure windows remain free of spotting.

13.

Trolley Route

CONTRACTOR's vehicles shall depart the designated lot located at First United Methodist Church on Brockton Avenue beginning at 7:20 A.M. and operate using two trolleys on a fifteen (15) minute headway schedule until 8:56 A.M. and a thirty (30) minute headway schedule from 8:56 A.M. until 5:48 P.M., Monday through Thursday. The route shall begin at First United Methodist Church on Brockton, travel to City Hall, then to Hall of Justice on Orange Street and 12th Street. The trolley shall then continue to Riverside Community Hospital stop and end at Eden Lutheran Church.

The trolley shall drop off jurors at the corner of Orange St and 12th Street. The current offsite lots that jurors use are as follows:

Calvary Presbyterian Church Juror Parking Lot -

4495 Magnolia Ave. Corner of Magnolia and 15th St./Community Hospital. At signal light, turn west into Community Hospital and then turn left. Follow along side wall of church through the archway, and park behind the church. Walk to the "Route 50" bus stop near the corner of 14th St. and Magnolia Ave.

A shuttle stops every 30 minutes. Use lot Monday through Thursday.

Eden Lutheran Church Juror Parking Lot -

4725 Brockton Ave. Turn southeast at the 14th St. and Brockton Ave. signal light. Go past signal light at Tequesquite Ave. Turn west at the sign "Juror Parking" into church lot across from Rice Rd. A shuttle stops in the lot every 30 minutes. Use lot Monday through Thursday.

United Methodist Church Juror Parking Lot -

4845 Brockton Avenue. Juror parking is located in the back lot past the line of white concrete parking blocks. A shuttle stops in the lot every 30 minutes. Use lot Monday through Thursday.

The days of service for this route shall be Monday through Thursday. There is no service on the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

Exhibit B
Payment Provisions

The following all-inclusive rates for this Agreement shall be \$180,000 annually.