


TO: James L. App, City Manager
FROM: Mike Compton, Director of Administrative Services 
SUBJECT: Transit Service Provider - Contract Amendments
DATE: November 2, 1999

NEEDS:

For the City Council to consider adoption of a resolution approving a contract amendment to extend the term of the current contract and modify the compensation methodology.

FACTS:

1. The City has a current contract with Laidlaw Transit Services (copy attached) which expires June 30, 2000.
2. The current contract also provides, at the City's sole discretion, up to two one-year extensions.
3. The City recently participated in a joint effort with all countywide transit operators, spearheaded by the San Luis Obispo Regional Transit Authority (SLORTA), to issue and award a joint request for proposals (RFP) for transit services.
4. The effort failed with all transit providers except SLORTA deciding to stay with their current contractor, Laidlaw Transit Services.
5. The proposal submitted by Laidlaw Transit Services for Paso Robles did provide for a lower cost to the City than is currently being paid.
6. The proposal was reviewed by the Council's ad hoc fiscal policy committee who supported staff's recommendation that the City negotiate a two year fixed extension to the current contract in exchange for implementing the lower cost provisions effective January 1, 2000.

**ANALYSIS &
CONCLUSION:**

Staff had high hopes that the joint RFP process would result in considerable savings to all transit providers and reduce the number of contractors providing transit services throughout the county. This would have enhanced the current effort towards transit consolidation, if in fact it proved desirable.

Unfortunately, the process became very controversial and many transit providers, Atascadero, Morro Bay and San Luis Obispo decided to simply stay with their current contractor, Laidlaw Transit Services.

While the proposal submitted by Laidlaw Transit Services will result in savings to the City depending upon the number of service hours provided, it was not the least cost proposal submitted. The proposal submitted by Santa Ynez Valley Transportation Services would actually result in lower costs to the City than Laidlaw Transit Services. However, based upon the following reasons, staff recommended to the ad hoc fiscal policy committee that the City remain with Laidlaw Transit Services:

1. Given the recent changes in local transit changes, in some instances controversial and yet to be re-visited, overlaying these changes with a new contractor was not viewed as desirable at this time.
2. Laidlaw Transit Services has a contract with does not expire until June 30, 2000 and has provided exceptional service to the Paso Robles community.
3. The lack of experience and the much smaller operational size of Santa Ynez Valley Transportation Services provided doubts that the pricing was adequate to continue providing the level of service Paso Robles citizens have come to expect.

As noted above, the ad hoc fiscal policy committee concurred with staff's conclusions and recommendations, and directed staff to negotiate a two year contract extension in exchange for the lower operational cost.

**FISCAL
IMPACT:**

The City's current contract with Laidlaw Transit Services provides for a rate of \$25.09 per revenue service vehicle hour (RSVH) plus a special of rate of \$105.66 per evening for expanded dial-a-ride services from 8:00 p.m. to 2:00 a.m.

During fiscal year 1999, the City's transit system operated a total of 8,567 RSVH, exclusive of expanded dial-a-ride services, equating to a total cost of \$214,946. In May, the Council expanded transit operations resulting in a significant increase in total RSVH. Assuming this increase in RSVH would continue indefinitely, the estimated annual cost to the City, under the existing pricing scenario, is \$289,678.

Under the new cost proposed by Laidlaw Transit Services; as applied to fiscal year 1999, exclusive of expanded dial-a-ride services, the cost would have been \$220,191. However, as applied against the current expanded RSVH, the annual cost to the City is estimated at \$272,876. At existing service levels, this represents an estimated savings of \$16,800 annually (\$289,678 less \$272,876).

OPTIONS:

- a. That the City Council adopt the attached resolution approving an amendment to the current agreement extending the term by two years and modifying the contractor's compensation; or
- b. Amend, modify, or reject the above option.

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES APPROVING AN
AMENDMENT TO THE AGREEMENT WITH LAIDLAW
TRANSIT SERVICES, INC. FOR PROVIDING TRANSIT SERVICES

WHEREAS, the City has an existing agreement with Laidlaw Transit Services, Inc. to provide transit operations services; and

WHEREAS, this agreement expires June 30, 2000; and

WHEREAS, Laidlaw Transit Services, Inc. has provided satisfactory transit services to the community; and

WHEREAS, in exchange for a two year contract extension, Laidlaw Transit Services is prepared to re-structure the compensation formula which will result in a lower cost to the City for expanded transit services ; and

WHEREAS, the City Council's ad hoc fiscal policy committee, given both the lower cost and complications arising from operational modifications implemented recently, recommends approval of the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that the agreement amendment attached herewith as Exhibit "A" is approved and the Mayor is authorized to execute said amendment.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 2nd day of November, 1999 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Duane Picanco, Mayor

Dennis Fansler, City Clerk

AMENDMENT TO TRANSIT SERVICES AGREEMENT

THIS AMENDMENT is entered into this _____ day of _____, 1999 and between the CITY OF EL PASO DE ROBLES, a municipal corporation (the "CITY") and LAIDLAW TRANSIT SERVICES, INC., a California corporation ("CONTRACTOR").

RECITALS

- A. CITY AND CONTRACTOR have previously entered into a Transit Services Agreement, dated April 1, 1997, (the "Agreement") for the provision of certain local public transportation services by Contractor to the citizens of City.
- B. CITY and CONTRACTOR wish to make certain changes to the Agreement, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements of each of the parties mutually do agree as follows:

Section 1. Section 2.A. of the Agreement is hereby amended in its entirety to read as follows:

"A. The term of this Agreement shall be from July 1, 1997 to June 30, 2002, inclusive. CONTRACTOR shall commence transit service operations (Dial-a-Ride, fixed-route and Greyhound Bus Depot) on July 1, 1997."

Section 2. Section 5 is hereby amended in its entirety to read as follows:

"Beginning January 1, 2000, CITY shall pay CONTRACTOR for the services provided in the Agreement in accordance with the following schedule:

- A. January 1, 2000 through June 30, 2000:

The CONTRACTOR shall receive \$8,775.66 per month plus \$13.41 per vehicle service hour (VSH) (as defined below) during Basic Service Hours (as defined below). For services provided other than during Basic Service Hours, CONTRACTOR shall be paid \$16.91 per VSH. CONTRACTOR shall be paid \$1,486 per month for Greyhound Bus Depot services.

B. July 1, 2000 through June 30, 2001:

The CONTRACTOR shall receive \$9,035.79 per month plus \$13.81 per VSH during Basic Service Hours. For services provided other than during Basic Service Hours, CONTRACTOR shall be paid \$16.91 per VSH. CONTRACTOR shall be paid \$1,486 per month for Greyhound Bus Depot services.

C. July 1, 2001 through June 30, 2002:

The CONTRACTOR shall receive \$9,304.29 per month plus \$14.22 per VSH during Basic Service Hours. For services provided other than during Basic Service Hours, CONTRACTOR shall be paid \$16.91 per VSH. CONTRACTOR shall be paid \$1,486 per month for Greyhound Bus Depot services.

Cost per VSH during Basic Service Hours is based upon a projected number of 10,069 VSH annually. In the event that the total annual VSH varies from the projected number by ten percent (10%) or more, CITY and CONTRACTOR agree to meet and confer to determine if the VSH rates should be modified.

As used in this Agreement, the term "Vehicle Service Hour" or "VSH" shall mean the following: (i) For Dial-a-Ride services, it shall be the time period beginning with the time the first passenger is picked up and ending at the time the last passenger is dropped off less driver breaks and meals; and (ii) for fixed route service, it shall be from the time the first bus leaves the first bus stop until the last bus arrives at the last bus stop less driver breaks and meals.

As used in this Agreement, the term "Basic Service Hours" shall mean from 7:00 a.m. to 8:00 p.m., Monday through Saturday.

In addition, CITY and CONTRACTOR may establish other rates or fees to pay for special transportation services upon such terms and conditions as the parties may mutually agree.

Section 3. Except as set forth in this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and between their respective officers thereunto duly authorized on the date written below their signatures.

Date: _____, 1999 CITY OF EL PASO DE ROBLES

By: _____
Duane J. Picanco,
Mayor

Attest:

By: _____
Sharilyn M. Ryan,
Deputy City Clerk
"CITY"

-AND-

Date: _____, 1999 LAIDLAW TRANSIT SERVICES, INC.
A California corporation

By: _____
Title

Date: _____, 1999 By: _____
Title

"CONTRACTOR"

RESOLUTION NO. 97- 45

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES APPROVING AN
AGREEMENT WITH LAIDLAW TRANSIT SERVICES
FOR OPERATIONS OF THE CITY'S TRANSIT
OPERATIONS AND USE OF A CITY OWNED FACILITY
FOR THEIR OPERATIONS

WHEREAS, Laidlaw Transit Services has submitted a response to the City's request for proposals which provided the lowest cost to the City; and


WHEREAS, Laidlaw Transit Services has proven that they are capable of successfully operating transit services within the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that the transit operations agreement in substantially the form attached herewith as Exhibit "A" is approved and the Mayor is authorized to execute said agreement.

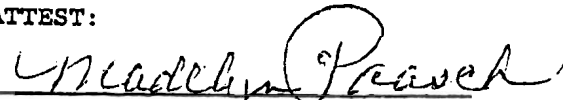
BE IT FURTHER RESOLVED by the City Council of the City of El Paso de Robles that the facility use agreement in substantially the form attached herewith as Exhibit "B" is approved and the Mayor is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st day of April, 1997 by the following vote:

AYES: Baron, Iversen, Macklin, Swanson, and Picanco
NOES: None
ABSTAIN: None
ABSENT: None


Duane Picanco, Mayor

ATTEST:


Madelyn Paasch, City Clerk

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

TRANSIT SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of April, 1997, by and between the City of El Paso de Robles, California, hereinafter referred to as "CITY" and Laidlaw Transit Services, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, in order to meet local public transportation needs, the CITY wishes to provide low cost transit services to the citizens of the City of El Paso de Robles ; and

WHEREAS, the CITY intends to operate a public transit system; and

WHEREAS, the CITY recognizes that the CONTRACTOR has the capability to provide such services; and

WHEREAS, the CITY desires to contract with CONTRACTOR to provide such transportation services.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties mutually do agree as follows:

1. Purpose:

CITY hereby contracts with CONTRACTOR to provide transportation operations services as set forth in the RFP dated January 8, 1997; the Proposal dated February 12, 1997; and upon the terms and conditions hereinafter set forth and made a part hereof.

2. Term of Agreement:

A. The term of this Agreement shall be from July 1, 1997 to June 30, 2000, inclusive. CONTRACTOR shall commence transit service operations (dial-a-ride, fixed route and Greyhound Bus Depot) on July 1, 1997.

B. The CITY may, at its sole discretion, extend this Agreement on a year-to-year basis, up to a maximum of two one-year periods, provided that such extensions is agreed to by the CONTRACTOR. If the CITY chooses to not exercise its option to extend this Agreement for any subsequent fiscal year, it shall notify the CONTRACTOR of such decision not later than April 30th of the then-current fiscal year.

C. The CITY retains the right to distribute RFP's for transit service operations anytime after the basic term has expired given that the CITY has not chosen to exercise an extension option.

3. Scope of Work:

CONTRACTOR shall provide transportation services, dial-a-ride, fixed route and bus depot operations, Monday through Friday of each week. Work provided shall at all times be courteous, safe, efficient, effective and professional to the reasonable satisfaction of the CITY.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

A. Dial-A-Ride Services

(1) The service to be provided by the CONTRACTOR will be to pick up and deliver riders on a ridesharing basis, curb to curb between the hours of 7:00 a.m. and 6:00 p.m. every Monday through Friday except that no service shall be provided on the holidays: New Years's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. CITY may modify service hours and days as warranted by demand, funding considerations, or other factors as determined by City.

(2) CONTRACTOR shall provide drivers, dispatchers and an on-site project manager.

(3) CONTRACTOR shall be responsible for the management and operation of DAR services including but not limited to training, day-to-day supervision of operations, drivers, and dispatchers, scheduling the work of employees, farebox accounting in accordance with City procedures, public relations and resolving customer complaints and routinely monitoring all aspects of DAR services to assure compliance with all terms and conditions of this Agreement, taking corrective action as necessary and making recommendations to CITY as appropriate.

(4) CONTRACTOR shall be responsible for employing and supervising all employees necessary to perform required work under this agreement. CONTRACTOR shall use appropriate employee screening and selection criteria to assure the employment of the best qualified applicants available, emphasizing competence, reliability and customer service. These criteria shall include but not be limited to checking an applicant's driver's license record through the California Department of Motor Vehicles, pre-employment physical examinations, and drug-alcohol screening tests.

(5) Prepare and submit on or before the tenth day of the following month, a monthly ridership and activity report which shall contain information deemed desirable by the CITY in a format approved by CITY including but not limited to:

- * Passengers by vehicle and service type
- * Vehicle service hours (by vehicle and total)
- * Vehicle revenue miles
- * Vehicle total miles
- * Revenue by vehicle
- * Passenger travel time
- * Pick-up time variance (difference between promised and actual)
- * Missed trips - detailing cause
- * Service requests refused with reason
- * Vehicle breakdowns
- * Employee training and turnover
- * Complaints and compliments
- * Problems and solutions
- * Pertinent critiques and evaluation of system and service

(6) CONTRACTOR shall provide CITY with written copies of accident reports (within one business day for injury accidents with immediate telephone notification and three business days for non-injury accidents) and CHP Safety Compliance Reports (within two business days after CHP submission to CONTRACTOR).

(7) CONTRACTOR shall deliver daily to the CITY or cause to have deposited daily with the CITY's banking institution, fares collected by the CONTRACTOR. Accounting and handling of fares collected shall be undertaken in a manner as prescribed by the CITY. Fares collected shall be the property of the CITY.

(8) CONTRACTOR shall provide the CITY with technical assistance and consultation in such matters as operating policies, funding and coordination with other transit providers at no additional charge to CITY.

(9) CONTRACTOR shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to the CITY.

(10) CONTRACTOR shall provide and maintain identical uniforms to be approved by the CITY for all drivers and shall enforce a dress and appearance code. At a minimum, dress requirements shall include shirts, slacks, jackets for use in cold or rainy weather, identification tags and specified logo should logo be required by CITY.

(11) CONTRACTOR shall be responsible for the safety and security of passengers during operations and for all related equipment and facilities. Safety and organizational meetings shall be held with all employees at least once a month. All hazardous conditions (e.g. trees, signs, slides, etc.) shall be reported to the CITY and take necessary precautions to safeguard passengers and employees.

(12) CONTRACTOR shall be fully responsible for the safe and efficient operation of all vehicles, radios, fareboxes and any other CITY provided equipment to be used by the CONTRACTOR to perform this agreement. CONTRACTOR shall assist the CITY to schedule vehicle availability for preventive maintenance in accordance with established schedules. CONTRACTOR shall inspect wheelchair lift-related equipment to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. Lifts shall be cycled at least daily. CONTRACTOR shall clean vehicle interiors; dusting, sweeping and removing trash, daily or more often as necessary.

(13) CONTRACTOR shall provide full training for drivers. Training shall be minimum of 80 hours per employee, of which at least 30 hours shall be behind the wheel, before a driver can enter passenger service. All employees, including supervisor and dispatchers, will be trained and certified as drivers in accordance with all requirements of the State of California, including but not limited to GPPV and commercial

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

drivers' license, Class II/B and hold valid certification in CPR and first aid. CONTRACTOR shall conduct classroom training in at least the following areas: first aid training, CPR, National Safety Council (or approved equivalent), defensive driving course, customer service, emergency and accident procedures and wheelchair loading and securement procedures. Drivers will be trained by a trainer (s) who are certified by the National Safety Council (or approved equivalent) to instruct defensive driving; and are certified by either the American Heart Association or Red Cross for CPR and first aid. CONTRACTOR shall require all drivers to attend a monthly safety meeting which shall be a minimum of one hour in duration.

(14) CONTRACTOR shall enforce the following miscellaneous work rules and operating regulations:

- a. Gratuities shall not be accepted by drivers.
- b. All cash fares shall go into farebox without being handled by the driver unless required by the passenger's disability.
- c. Drivers and dispatchers shall have a thorough knowledge of City transit services.
- d. Drivers and dispatchers shall have a basic knowledge of transit services provided by other transit providers within the CITY's service area.
- e. No one, including passengers and staff, will be permitted to smoke, eat or drink aboard vehicles at any time.
- f. Boisterous language, profanity or incivility to anyone under no circumstances shall be allowed while driver is on duty and in uniform.
- h. While in uniform, no driver or dispatcher shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
- i. Persons under the influence of any narcotic, intoxicant or harmful drug shall not be permitted on the vehicle.
- j. Drivers and dispatchers must conduct themselves in a safe and courteous manner at all times regardless of circumstances.
- k. No one shall be allowed to solicit on a vehicle.
- l. No item longer than five feet will be permitted on the vehicle.
- m. All information regarding accidents shall be confidential. Drivers and dispatchers shall refrain from speaking to anyone concerning an accident except the police, their supervisor and authorized representatives of the CITY.
- n. Drivers will provide the assistance required to help elderly and disabled persons to board and de-board vehicles; moving to their seat and/or maneuvering and securing wheelchairs. Such assistance is from curb to curb. Under no circumstances will drivers enter a passenger's residence.
- o. Drivers will not provide assistance with baggage, luggage, groceries, etc.

- p. No one shall be permitted to bring baggage, luggage, groceries, etc. on a vehicle which can not be handled by the passenger in a single boarding or de-boarding and does not interfere with the safety and comfort of other passengers.
- q. No vehicle shall be operated when its condition is unsafe or uncertain.
- r. No driver shall operate a lift until such time as he/she has received the required training; nor if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift.
- s. CONTRACTOR and CITY shall meet once annually to review these work rules and operating regulations.

B. Fixed Route Services

(1) The service to be provided by the CONTRACTOR will be to operate fixed route service between the hours of 7:00 a.m. and 6:00 p.m. every Monday through Friday except that no service shall be provided on the holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. CITY may modify service hours and days as warranted by demand, funding considerations, or other factors as determined by City.

(2) CONTRACTOR shall provide drivers and an on-site project manager.

(3) CONTRACTOR shall be responsible for the management and operation of fixed route services including but not limited to training, day-to-day supervision of operations, drivers, and dispatchers, scheduling the work of employees, farebox accounting in accordance with City procedures, public relations and resolving customer complaints and routinely monitoring all aspects of fixed route services to assure compliance with all terms and conditions of this Agreement, taking corrective action as necessary and making recommendations to CITY as appropriate.

(4) CONTRACTOR shall be responsible for employing and supervising all employees necessary to perform required work under this agreement. CONTRACTOR shall use appropriate employee screening and selection criteria to assure the employment of the best qualified applicants available, emphasizing competence, reliability and customer service. These criteria shall include but not be limited to checking an applicant's driver's license record through the California Department of Motor Vehicles, pre-employment physical examinations, and drug-alcohol screening tests.

(5) Prepare and submit on or before the tenth day of the following month, a monthly ridership and activity report which shall contain information deemed desirable by the CITY in a format approved by CITY including but not limited to:

- * Passengers by vehicle and service type
- * Vehicle service hours (by vehicle and total)
- * Vehicle revenue miles

16-102

- * Vehicle total miles
- * Revenue by vehicle
- * Service requests refused with reason
- * Vehicle breakdowns
- * Employee training and turnover
- * Complaints and compliments
- * Problems and solutions
- * Pertinent critiques and evaluation of system and service

(6) CONTRACTOR shall provide CITY with written copies of accident reports (within one business day for injury accidents with immediate telephone notification and three business days for non-injury accidents) and CHP Safety Compliance Reports (within two business days after CHP submission to CONTRACTOR).

(7) CONTRACTOR shall deliver daily to the CITY or cause to have deposited daily with the CITY's banking institution, fares collected by the CONTRACTOR. Accounting and handling of fares collected shall be undertaken in a manner as prescribed by the CITY. Fares collected shall be the property of the CITY.

(8) CONTRACTOR shall provide the CITY with technical assistance and consultation in such matters as operating policies, funding and coordination with other transit providers at no additional charge to CITY.

(9) CONTRACTOR shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to the CITY.

(10) CONTRACTOR shall provide and maintain identical uniforms to be approved by the CITY for all drivers and shall enforce a dress and appearance code. At a minimum, dress requirements shall include shirts, slacks, jackets for use in cold or rainy weather, identification tags and specified logo should logo be required by CITY.

(11) CONTRACTOR shall be responsible for the safety and security of passengers during operations and for all related equipment and facilities. Safety and organizational meetings shall be held with all employees at least once a month. All hazardous conditions (e.g. trees, signs, slides, etc.) shall be reported to the CITY and take necessary precautions to safeguard passengers and employees.

(12) CONTRACTOR shall be fully responsible for the safe and efficient operation of all vehicles, radios, fareboxes and any other CITY provided equipment to be used by the CONTRACTOR to perform this agreement. CONTRACTOR shall assist the CITY to schedule vehicle availability for preventive maintenance in accordance with established schedules. CONTRACTOR shall inspect wheelchair lift-related equipment to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. Lifts shall be cycled at least daily. CONTRACTOR shall

clean vehicle interiors; dusting, sweeping and removing trash, daily or more often as necessary.

(13) CONTRACTOR shall provide full training for drivers. Training shall be minimum of 80 hours per employee, of which at least 30 hours shall be behind the wheel, before a driver can enter passenger service. All employees, including supervisor and dispatchers, will be trained and certified as drivers in accordance with all requirements of the State of California, including but not limited to GPPV and commercial drivers' license, Class II/B and hold valid certification in CPR and first aid. CONTRACTOR shall conduct classroom training in at least the following areas: first aid training, CPR, National Safety Council (or approved equivalent), defensive driving course, customer service, emergency and accident procedures and wheelchair loading and securement procedures. Drivers will be trained by a trainer (s) who are certified by the National Safety Council (or approved equivalent) to instruct defensive driving; and are certified by either the American Heart Association or Red Cross for CPR and first aid. CONTRACTOR shall require all drivers to attend a monthly safety meeting which shall be a minimum of one hour in duration.

(14) CONTRACTOR shall enforce the following miscellaneous work rules and operating regulations:

- a. Gratuities shall not be accepted by drivers.
- b. All cash fares shall go into farebox without being handled by the driver unless required by the passenger's disability.
- c. Drivers and dispatchers shall have a thorough knowledge of City transit services.
- d. Drivers and dispatchers shall have a basic knowledge of transit services provided by other transit providers within the CITY's service area.
- e. No one, including passengers and staff, will be permitted to smoke, eat or drink aboard vehicles at any time.
- f. Boisterous language, profanity or incivility to anyone under no circumstances shall be allowed while driver is on duty and in uniform.
- h. While in uniform, no driver or dispatcher shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
- i. Persons under the influence of any narcotic, intoxicant or harmful drug shall not be permitted on the vehicle.
- j. Drivers must conduct themselves in a safe and courteous manner at all times regardless of circumstances.
- k. No one shall be allowed to solicit on a vehicle.
- l. No item longer than five feet will be permitted on the vehicle.
- m. All information regarding accidents shall be confidential. Drivers and dispatchers shall refrain from speaking to anyone concerning an accident except the police, their supervisor and authorized representatives of the CITY.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

- n. Drivers will provide the assistance required to help elderly and disabled persons to board and de-board vehicles, moving to their seat and/or maneuvering and securing wheelchairs. Under no circumstances will drivers enter a passenger's residence.
- o. Drivers will not provide assistance with baggage, luggage, groceries, etc.
- p. No one shall be permitted to bring baggage, luggage, groceries, etc. on a vehicle which can not handled by the passenger in a single boarding or de-boarding and does not interfere with the safety and comfort of other passengers.
- q. No vehicle shall be operated when its condition is unsafe or uncertain.
- r. No driver shall operate a lift until such time as he/she has received the required training; and if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift.
- s. CONTRACTOR and CITY shall meet once annually to review these work rules and operating regulations.

C. Greyhound Bus Depot Services

(1) The service to be provided by the CONTRACTOR will be to operate the bus depot between the hours of 9:00 a.m. and 5:00 p.m. every Monday through Friday except that no service shall be provided on the holidays: New Years's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. CITY may modify service hours and days as warranted by demand, funding considerations, or other factors as determined by City.

(2) CONTRACTOR shall provide the necessary manpower to operate the bus depot during the specified operational time period.

(3) CONTRACTOR shall be responsible for the management and operation of bus depot services including but not limited to training, day-to-day supervision of operations, scheduling the work of employees, accounting for freight and passenger fares in accordance with CITY and Greyhound Bus Lines, Inc. procedures, public relations and resolving customer complaints and routinely monitoring all aspects of bus depot services to assure compliance with all terms and conditions of this Agreement, taking corrective action as necessary and making recommendations to CITY as appropriate.

(4) CONTRACTOR shall be responsible for employing and supervising all employees necessary to perform required work under this agreement. CONTRACTOR shall use appropriate employee screening and selection criteria to assure the employment of the best qualified applicants available, emphasizing competence, reliability and customer service. These criteria shall include but not be limited to checking an applicant's driver's license record through the California Department of Motor Vehicles, pre-employment physical examinations, and drug-alcohol screening tests.

- (5) Prepare and submit daily, weekly, bi-weekly and monthly reports which shall contain information in the format as required by Greyhound Bus Lines, Inc.
- (6) CONTRACTOR shall deliver daily to the CITY or cause to have deposited daily with the CITY's banking institution, passenger and freight fares collected by the CONTRACTOR. Accounting and handling of fares collected shall be undertaken in a manner as prescribed by the CITY. Fares collected shall be the property of the CITY.
- (7) CONTRACTOR shall provide and maintain identical uniforms to be approved by the CITY for all counter staff and shall enforce a dress and appearance code consistent with that required for DAR and fixed route staff. At a minimum, dress requirements shall include shirts, slacks, jackets for use in cold or rainy weather, identification tags and specified logo should logo be required by CITY.
- (8) CONTRACTOR shall be fully responsible for the safe and efficient operation of any CITY provided equipment to be used by the CONTRACTOR to perform this agreement.
- (9) CONTRACTOR shall enforce the following miscellaneous work rules and operating regulations:
- a. Gratuities shall not be accepted by counter staff.
 - b. Counter staff shall have a thorough knowledge of City transit services.
 - c. Counter staff shall have a thorough knowledge of Greyhound Bus services including but limited to bus schedules, fares both passenger and freight, luggage and freight regulations, and other information as may be needed.
 - d. Counter staff shall have a basic knowledge of transit services provided by other transit providers within the CITY's service area.
 - e. No one, including passengers and staff, will be permitted to smoke inside the depot at any time.
 - f. Boisterous language, profanity or incivility to anyone under no circumstances shall be allowed while counter staff is on duty and in uniform.
 - h. While on duty, no counter staff person shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
 - i. Persons under the influence of any narcotic, intoxicant or harmful drug shall not be permitted in the depot.
 - j. Counter staff must conduct themselves in a safe and courteous manner at all times regardless of circumstances.
 - k. No one shall be allowed to solicit in the depot.
 - l. Counter staff will not provide assistance with baggage, luggage, freight, etc.
 - m. CONTRACTOR and CITY shall meet once annually to review these work rules and operating regulations.

4. CITY Requirements:

CITY shall be responsible for providing the CONTRACTOR with the following equipment, services, and materials to assist CONTRACTOR in meeting its obligations under this agreement:

A. Dial-a-Ride Services

The CITY shall provide fully outfitted vehicles including but not limited to first aid kits, fire extinguishers, radios, and fareboxes. All vehicle maintenance and fuel will be provided by CITY. The CITY shall provide a facility for central operations including management and dispatching for which the CONTRACTOR shall pay the CITY a reasonable monthly rent as specified in the facility use agreement. The facility shall be outfitted, at the CITY's expense, with radio lines and related equipment, phone lines and related equipment. The CITY shall provide ticket books and undertake advertising to the extent budget dollars are available.

B. Fixed Route Services

The CITY shall provide fully outfitted vehicles including but not limited to first aid kits, fire extinguishers, radios, and fareboxes. All vehicle maintenance and fuel will be provided by CITY. The CITY shall provide a facility for central operations including management for which the CONTRACTOR shall pay the CITY a reasonable monthly rent as specified in the facility use agreement. The CITY shall provide ticket books and undertake advertising to the extent budget dollars are available.

C. Greyhound Bus Depot

The CITY shall provide a fully outfitted facility for central operations including but not limited to vending machines, public seating, customer service counter, phone line and equipment for the exclusive use of Greyhound Bus Depot operations, freight scales, storage shelving, credit card equipment, freight and passenger tickets and all other forms and paraphernalia necessary to properly operate the depot. The CONTRACTOR shall pay the CITY a reasonable monthly rent as specified in the facility use agreement.

5. Compensation:

CITY shall pay CONTRACTOR at the rate of \$25.09 per revenue service vehicle hour (RSVH). A different rate shall be established for each type of transit service provided, dial-a-ride and fixed route. Compensation for Greyhound Bus Depot services shall be at a mutually agreeable rate or fee other than RSVH. RSVH is the time when a vehicle has a driver and can provide service to the public under this contract.

6. Medical Assistance to Passengers:

CONTRACTOR's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

7. Control:

A. The parties intend that the CONTRACTOR, in performing the services specified hereunder, shall act as an independent CONTRACTOR and shall have full control of the work and the manner in which it is performed. The CONTRACTOR is not to be considered an agent or employee of the CITY, and the CONTRACTOR's employees are not entitled to participate in any compensation program, pension plan, insurance, bonus or similar benefits CITY may provide its own employees.

B. All services to be rendered by CONTRACTOR under this Agreement shall be subject to the review, monitoring and evaluation of CITY to ensure performance to the reasonable satisfaction of the CITY. CONTRACTOR shall advise CITY of matters of importance and make recommendations when appropriate; however, final authority regarding actions which would modify or change the Scope or Work shall rest with CITY.

C. CITY shall not attempt to directly discipline or terminate CONTRACTOR employees. City may advise CONTRACTOR of any employee's inadequate performance which has a negative impact on the services being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme cases, CITY may demand removal of a CONTRACTOR employee, and CONTRACTOR shall effect removal immediately.

8. Management:

During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms of this Agreement.

9. Assignment or Subcontracting:

The CONTRACTOR shall not assign, sublet, transfer or subcontract any interest in this Agreement without the prior written consent of the CITY.

10. Disputes:

Except as otherwise provided in this contract, any dispute concerning or relating to the provisions of this contract which is not resolved through mutual agreement shall be decided by the CITY's Director of Administrative Services, who shall deduce the decision in writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the CITY's Director of Administrative Services shall be final and the matter closed, unless within thirty (30) days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CITY a written appeal. The decision of the CITY's duly authorized representative (the City Manager) for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

16-18

this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the decision of the Director of Administrative Services.

This clause does not preclude consideration of questions of law in connection with decisions provided for in this clause, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

11. Communications:

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to the CONTRACTOR: Mr. Patrick McNiff
Director of Operations
Laidlaw Transit Services, Inc.
5715 N. Sepulveda Blvd.
Van Nuys, CA 91411

If to CITY: Mr. Michael Compton
Director of Administrative Services
City of Paso Robles
1000 Spring Street
Paso Robles, California 93446

12. Emergency Procedures:

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from CITY is intact, CONTRACTOR shall follow instructions of CITY. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make the best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR's actual costs. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

13. Audit:

CONTRACTOR shall permit the authorized representatives of CITY, the California State Controller's Office, the San Luis Obispo Council of Governments, and other funding agencies as may become relevant to inspect and audit all data and records of the CONTRACTOR relating to performance under this Agreement.

14. Transportation Data Reporting:

CONTRACTOR shall report transportation data to CITY in accordance with the California Public Utilities Code, Section 99243, and report and

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

maintain records in accordance with Title 21, Chapter 3, Subchapters 2 and 2.5 of the California Code of Regulations. At such time as may be required by the receipt of federal funding, reporting shall also be in accordance with Level C of the uniform Accounting and Reporting Elements as required under Section 15 of the Urban Mass Transportation Act of 1964 as amended.

15. Permits to Operate:

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlements to operate as are now or hereafter required by any agency, specifically including, but not limited to, the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles, and local building/planning departments, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to CITY when received by CONTRACTOR.

16. Workers' Compensation:

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

CONTRACTOR shall provide Workers' Compensation insurance to cover its employees, and CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Workers' Compensation Insurance of all of the SUBCONTRACTOR'S employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to the CITY by certified mail."

17. General Insurance:

Throughout the term of this Agreement, CONTRACTOR shall procure and maintain a comprehensive general liability policy(ies) providing five million dollars (\$5,000,000.00) combined single limit bodily injury and property damage coverage.

18. Endorsements:

All policies obtained by CONTRACTOR shall be endorsed with the following specific language:

A. The CITY is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect, directly or indirectly in the performance of the contract.

B. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

coverages afforded shall apply as though separate policies had been issued to each insured.

C. The insurance provided herein is primary, and no insurance held or owned by the CITY shall be called upon to contribute to a loss.

D. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the CITY by certified mail.

19. Documentation:

The following documentation of insurance shall be submitted by CONTRACTOR to the CITY's Director of Administrative Services:

A. A Certificate of Insurance for Workers' Compensation Insurance for CONTRACTOR. A copy of the required policy endorsements given in subparagraph (a) shall be attached to each such certificate submitted.

B. Certificates of Insurance showing the limits of insurance, provided pursuant to this Agreement, certified copies of all policies, and signed copies of the specified policy endorsements for each policy.

20. Fidelity Bond:

During the period of time this Agreement shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of ten thousand (\$10,000.00) with respect to any one occurrence by CONTRACTOR's employees.

21. Indemnification and Save Harmless:

This Agreement is entered upon the express condition and material covenant by CONTRACTOR that the CITY and its officers, agents, employees and servants, are to be free from any and all liability, loss, and/or expenses arising as a consequence of any acts or omissions by CONTRACTOR pursuant to this Agreement.

CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, regulations, and ordinances, it being understood that acceptance of CONTRACTOR's work by CITY, shall not operate as a waiver or release of CONTRACTOR. CONTRACTOR will be responsible for obtaining any and all permits at its expense.

CONTRACTOR shall investigate, indemnify, defend and hold harmless CITY, its officers, employees and agents from any and all claims, demands, losses, or liabilities of any kind or nature whatsoever, whether real or illusory, which CITY, its officers, employees and/or agents may sustain or incur, or which may be imposed upon them for any acts or omissions arising from CONTRACTOR's actions, performance, attempted performance, or non-performance of this Agreement.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the services and tasks described in this Agreement or its agency under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

22. Nondiscrimination:

A. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, or national origin. CONTRACTOR shall take affirmative actions to insure that employees are treated during their employment without regard to their age, race, religion, color, sex, disability, or national origin.

B. CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

23. Conflict of Interest:

CONTRACTOR promises that it presently has no interest which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further promises that in the performance of this contract, no person having such an interest shall be employed.

24. Conflict of Transportation Issues:

CONTRACTOR shall not divert any revenues, passengers, or other business from CITY's project or any portion contracted out to other SUBCONTRACTORS to any other transportation operation of CONTRACTOR.

25. Operating Revenues:

All operating revenues collected by CONTRACTOR are the property of CITY. Operating revenues include but are not limited to, all fares, charter income, extra services, sales of tickets and passes, advertising sales, freight sales and rental of equipment. All revenues shall be counted and kept separate under appropriate security. Once a week or more frequently, if so directed by CITY, all revenues shall be deposited by CONTRACTOR as directed by CITY. Reports on the revenues collected and deposited shall be provided to CITY.

26. Stop Work:

CITY may stop work on CITY's transportation system upon forty-eight (48) hours written notice to CONTRACTOR. CITY shall only be liable for all costs incurred prior to the stop-work period and for restart, if any.

27. Termination:

A. Mutual Agreement. This agreement may be terminated at any time upon the mutual written agreement of the parties.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

16-22

B. Lack of Funds. If the CITY's source of funding ceases, CITY will have the right to terminate this agreement. Any intention by CONTRACTOR not to renew Contract at the normal anniversary is to be submitted in writing 120 days prior to said anniversary. In the event of such termination, CITY shall pay CONTRACTOR for services rendered to that date.

C. Material Breach. CITY shall have the right to terminate this agreement immediately in the event of any material breach of this agreement by the CONTRACTOR. A "material breach" for this purpose shall include, but not be limited to, the following items:

- (1) Repeated failure by CONTRACTOR to operate the service within the time constraints of agreement.
- (2) Failure by the CONTRACTOR to operate a safe service (e.g. having an accident record higher than industry norms).
- (3) Failure by the CONTRACTOR to provide qualified personnel, training, facilities, tools, supplies or equipment required in this agreement.
- (4) Repeated failure by CONTRACTOR to provide services to the public in a courteous manner.
- (5) Failure by the CONTRACTOR to make corrections within twenty (20) days after receiving written notification of deficiencies.
- (6) Failure by the CONTRACTOR to submit the required reports on time in truthful, accurate format.

28. Information and Documents:

All information, data, reports, records, maps, survey results as existing, available, and necessary for carrying out the work as contemplated in this agreement, the RFP and the proposer's response shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible in the carrying out of the work without undue delay.

29. Proprietary Rights:

All inventions, improvements, discoveries, proprietary rights, patents, and copyright made by CONTRACTOR under this Agreement shall be made available to CITY with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released by CITY's representative or participating organization without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this Agreement for specific use in the CITY's transit system shall become the property of CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

14-23

to the project. Papers, reports and other formal publications shall be approved by CITY prior to release.

30. Prohibited Interest:

No Council member, officer, or employee of CITY during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

31. Transfer of Title to Equipment:

Supplies purchased by CONTRACTOR in connection with the performance of this Agreement shall become the property of CITY.

32. Headings:

The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

33. Retention of Records:

CONTRACTOR and CITY agree to retain all documents relevant to this agreement for four years from the termination of the contract or until all Federal/State audits are complete for the final fiscal year of service, whichever is later. Upon request, CONTRACTOR shall make available these records to CITY, State, or Federal government's personnel.

34. Right to Adequate Assurance of Performance:

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct of a party with respect to other Agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

35. Conflicting Use:

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are provided by the CITY for performing services under this Agreement for any use whatsoever other than provided for in this Agreement.

36. Liaison:

CONTRACTOR shall assist and cooperate with the CITY in meeting the objectives of providing quality public transportation services.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

CONTRACTOR shall perform close liaison activities, coordination, and cooperation with the CITY's Director of Administrative Services and other CITY departments.

37. Failure to Perform:

CITY recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of CONTRACTOR. However, a properly run service will take steps to reasonably deal with such circumstances without compromising the safety or reliability of the service.

CITY and CONTRACTOR will monitor service performance to assure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, the CITY may request in writing adequate assurance of performance as defined under section 33 of this Agreement.

CONTRACTOR understands that continual substandard performance such as, but not limited to, missed service runs, excess wait time, late pickup or delivery of passengers, frequent accidents and safety violations, frequent vehicle failure (unless the responsibility of CITY), and frequent public complaints regarding driver or dispatcher behavior are grounds for termination of this Agreement.

38. Damages and Misuse of Equipment, Tools, and Facilities:

It is understood that excessive damages to and misuse of any equipment (including vehicles), tools, and facilities by CONTRACTOR are grounds for termination of this Agreement. CONTRACTOR shall not operate any CITY owned vehicles on roads designated by CITY as unsuitable for such use.

39. Transition to Future Transit Service Provider:

For up to forty-five (45) days following the effective date of the termination or expiration of this Agreement, CONTRACTOR shall provide to either the CITY or any future provider selected by the CITY, CONTRACTOR's full cooperation in the transition to the successor provider. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files. CONTRACTOR shall be compensated for its actual costs of services provided during this period as deemed reasonable and for which adequate documentation is provided.

CITY's telephone equipment shall be made available to the successor provider pending installation of the new provider's equipment. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the successor provider's services, and shall cooperate fully with the CITY and the successor provider to this end.

40. Advertising:

No advertising of any type other than transit-related material shall appear either on the interior or the exterior of any vehicle placed in CITY transit service, unless specifically approved by the CITY.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

41. Independent CONTRACTOR:

Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venture of the other. CONTRACTOR is and should be an independent CONTRACTOR performing services under this Agreement for the consideration herein above set forth.

42. Performance Monitoring Program:

Through the award of the Transit Services Agreement, the CONTRACTOR agrees to this system of penalties to assure the performance and service required. The Performance Monitoring Program will be used for measuring the CONTRACTOR's performance and for determining penalty payments.

Both parties agree the assessment of penalties relative to the Performance Monitoring Program shall not lessen the CITY's right to declare a material breach of this Agreement, particularly if the CONTRACTOR is assessed penalties for repeated failure to comply with the operating requirement and standards of this Agreement.

The following performance criteria is established for measuring performance and determining penalty payments:

- A. Mile Between Accidents - Standard: 50,000 to 70,000
Performance below 50,000 miles \$0.01 per service mile
- B. On-time Performance - Standard: 95% of pick-ups within 15
minute window
Performance below 95% \$0.01 per service mile
- C. Passenger Pick-up - Standard: Any failure to pick up rider
for any reserved trip, through no fault of rider.
Penalty \$100 per failure
- D. In-vehicle Ride Times - Standard: Maximum one hour for all
riders
Penalty \$25 per infraction
- E. Unreported Missed Runs
Penalty \$100 per infraction
- F. Safety Inspection Report (unless CITY responsibility)
Standard: Failure to achieve a satisfactory rating in any
category of the annual CHP Safety Compliance Report
Penalty \$500 per infraction
- G. Failure to Comply with Reporting Requirements
Penalty \$250 first infraction
\$500 subsequent infractions
- H. Non-compliance With Uniform/Dress Code Requirements
Penalty \$10 per infraction

43. Equal Employment Opportunity:

During the performance of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

race, color, religion, handicap, sex or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated without regard to race, color, religion, handicap, sex or national origin. CONTRACTOR shall, in all solicitations or advertisements for employees, placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, handicap, sex or national origin. CONTRACTOR shall comply with all applicable Federal and State laws and regulations relating to equal opportunity employment and shall permit access to its books, records and accounts by City, State and Federal representatives for purposes of investigation to ascertain compliance with this clause or with any of such laws and regulations.

44. Force Majeure:

CONTRACTOR shall not be charged, nor shall the CITY demand from CONTRACTOR, damages because of failure in providing services indicated in this Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph. In the event the CONTRACTOR is unable to provide the services indicated due to any cause, public notification shall be made, including, but not limited to, notification to local radio stations, local newspapers and television stations. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of this agreement, CONTRACTOR, on a timely basis, shall notify the CITY of this fact, and thereafter shall report to CITY all relevant information then known to CONTRACTOR, and shall continue to so report.

45. Modification of Agreement:

CONTRACTOR and CITY hereby agree that the terms and conditions of this Agreement may be modified in any particular only upon mutual consent of the parties as evidenced by a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

City of El Paso de Robles:

CONTRACTOR:

By:

[Signature]
Mayor

By:

[Signature]

Title:

Regional Vice President

Date:

April 17, 1997

Date:

June 12, 1997

Attest

[Signature]

And by:

[Signature]
DISTRICT CONTROLLER

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

City Clerk

Date:

June 18, 1997

Title:

DEPUTY CITY CLERK

Date:

6/18/97

TRIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

16-28