

## **2019-20 AGREEMENT BETWEEN THE COUNTY OF SONOMA AND VOLUNTEER CENTER OF SONOMA COUNTY FOR ADA PARATRANSIT SERVICES**

The following is an Agreement, dated as of July 1, 2019 ("Effective Date"), made and entered into pursuant to the provisions of Section 99400(c) of the Public Utilities Code of the State of California, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Volunteer Center of Sonoma County, a nonprofit corporation, hereinafter referred to as "Center." For purposes of this Agreement, County and Center shall be jointly referred to as "Parties" or "the Parties" and singularly as "Party."

### **RECITALS**

WHEREAS, Center and County wish to provide countywide ADA paratransit services on behalf of the Sonoma County Transit system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

1. **SERVICES TO BE PROVIDED:** Center agrees to serve as the general Americans with Disabilities Act (ADA) paratransit operator for County and shall assume full responsibility and liability associated with ADA compliance as to such service. Paratransit service operated under this Agreement shall be referred to as "Sonoma County Paratransit", which will operate door-to-door demand-responsive paratransit services to ADA-eligible clients. This service is not meant to replace or compete with other public transportation services and will be coordinated with other providers as applicable.

Center will operate both a van and volunteer auto component which complement each other depending on demand and to obtain maximum operational efficiencies and effectiveness. The scope of services shall include:

- A. **"Base Agreement" Service Levels:** Center shall operate service during the same hours and days as Sonoma County Transit fixed-route service, except on holidays when no fixed-route service is provided (Easter, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day and Labor Day).

It is the goal to offer eligible clients pre-scheduled trips for up to seven days in advance with no trip denials. The budget anticipates the provision of approximately 68,564 hours of service (64,064 paid driver hours, 4,500 volunteer driver hours).

Unless additional services are authorized as allowed herein, Center shall provide services up to the "Base Agreement" amount stated herein.

- B. **Area Served:** The area served shall cover, at a minimum, the inter-city and intra-city corridors currently served by Sonoma County Transit throughout the County. This includes inter-city routes between the County's nine incorporated cities and local routes provided within Sebastopol, Rohnert Park, Cotati, Windsor, Healdsburg, Cloverdale, Sonoma Valley communities, and Monte Rio-Guerneville-Rio Nido. Demand responsive services shall serve

patrons within 3/4 of a mile on each side of these corridors and as otherwise required by the ADA.

- C. Center shall comply with all ADA requirements and regional requirements established by the Metropolitan Transportation Commission (MTC) as it pertains to the provision of ADA paratransit services. Eligibility for ridership, including that of accompanying individuals, shall be as determined by the ADA and regional MTC requirements including certification from a qualified agency prior to making their first trip request.
- D. Discrimination: No form of discrimination shall be practiced by Center in determining the granting of services to eligible patrons. The system shall operate without preference to the type of trip requested. County residents as well as non-residents shall be eligible for service.
- E. Call Center Services: Center shall provide live telephone services weekdays from 8:00 a.m. to 5:00 p.m. and weekends from 9:00 a.m. to 5:00 p.m. Center shall provide a telephone answering system to record messages during off-hours..
- F. Driver Training and Licensing: Center shall provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation. A copy of the training program and quarterly listing of drivers trained or retrained shall be provided to County. Paid drivers shall receive at least one hour of training per month and volunteer drivers must attend at least one training session per year to remain eligible as a driver. Center shall ensure that its full-time, paid drivers possess a valid Class B operator's license throughout the term of this Agreement. The preceding sentence notwithstanding, Center may hire and permit full-time, paid drivers with valid Class C licenses to operate vehicles requiring only a Class C license, provided that Center complies with each of the following requirements:
  - 1. Only those drivers in possession of valid Class B licenses are permitted to operate vehicles requiring a Class B license; and
  - 2. For a reasonable period of time following successful completion of a Class C-licensed drivers' "probationary" period with Center, Center shall provide reasonable assistance to enable said driver to obtain a valid Class B license.
- G. Trip Denial: It is the goal of this Agreement to provide a sufficient level of service such that all paratransit trips requested are provided. In the event a requested trip is denied (for any reason whatsoever) it shall be documented using the form contained in Exhibit "A" and emailed to Sonoma County Transit on the same day, or next business day should such a denial occur on a weekend day. Center shall not limit the number of trips granted to any eligible individual.
- H. Complaints: Complaints lodged to either party will be emailed to the respective party as soon as possible, utilizing the Complaint Form (Exhibit "B"). Center's publications shall include County's phone number (707) 585-7516 and indicate that complaints may be presented to County at this number.
- I. Waiting Lists and Reservations: The objective of this service is to provide demand-responsive, same-day or next-day services. Center shall focus on providing this type of response but may also offer subscription service up to 50% of the systems' capacity. Subscription services shall be defined as client reservations, on a regularly scheduled basis,

taken for a period of up to seven (7) calendar days beyond the date of client's request for service.

Waiting lists are prohibited except for subscription services. If a trip cannot be fulfilled, it must be reported to County as a trip denial. Center shall, however, enforce a trip cancellation policy that requires scheduled clients to give adequate notice when cancellations are necessary, so that replacement trips can be scheduled.

Frequent client cancellations or unannounced cancellations may serve as grounds for eligibility suspension. Center shall inform County of any clients who are alleged to fall under this category.

- J. Coordination: Center shall coordinate with and accept transfers from other surrounding paratransit and fixed-route providers to facilitate expanded client travel options. County will work with Center to facilitate communication between operators in an effort to maximize operational efficiency and passenger convenience.
- K. Record Keeping: Center shall keep proper program records, including any required or requested by any funding or regulatory agency, and make them available for inspection. Records shall include, costs and ridership revenues reports, a description of actual services provided and results obtained. All operating costs must satisfy Transportation Development Act (TDA) eligibility and reporting requirements.
- L. Management: Center shall appoint a full-time Program Manager/Director to oversee, administer and maintain daily operations of services under this Agreement.
- M. Compliance: Center shall comply with all applicable federal, state, and local laws and regulations, including those associated with the TDA and State Transit Assistance (STA) programs as they pertain to the provision of public paratransit service. County has relied upon Center's representations regarding its professional ability and training as a material inducement to enter into this Agreement. Center hereby warrants that all its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that County's acceptance of Center's services shall not operate as a waiver or release.
- N. Safety Program: Center shall provide County with a written safety program that is provided to all Center's volunteers and employees. The safety program shall include safety policies and practices, accident prevention and reporting, and other training materials. Center is required to ensure that all drivers are properly trained and certified (as applicable), participate in the California Department of Motor Vehicles' Employer Pull Notice Program, and conduct driver safety training meetings (monthly for paid drivers, annually for volunteer drivers, at a minimum).
- O. Weekly Meetings: Center's Program Director will meet on a weekly basis to coordinate activities with County's Transit Systems Manager, or designee.

## 2. DUTIES OF COUNTY:

- A. Serve as lead agency in the administration of this Agreement.

- B. Provide up to \$2,435,758 in funds, subject to the contingency described below (\$2,376,349 “Base Agreement” plus up to a 2.5% contingency (\$59,409) for additional services allowed under Section 7.)
  - C. Make payment in a timely manner as defined in this Agreement for all amounts due under this Agreement.
  - D. Prepare and submit to funding agencies the appropriate performance reports.
  - E. Assess the continuing need for the described service at least annually and evaluate the effectiveness and quality of services provided.
  - F. Monitor the performance of Center in meeting the terms of this Agreement.
  - G. Provide vehicle fuel, cleaning, and maintenance services at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility) to Center for all County-owned vehicles used in the provision of services under this Agreement.
  - H. Permit use of storage space at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility) for paratransit vehicles used in performance of this Agreement.
  - I. Maintain a client eligibility program.
  - J. Provide a computerized scheduling and dispatching system which shall be owned by County but maintained and operated by Center.
  - K. Meet with Center Program Manager on a weekly basis to coordinate activities.
  - L. Assist with acquisition of van fleet and provide temporary substitute vehicles if available and subject to additional terms as determined by County.
3. FUNDING FOR AGREEMENT: Center acknowledges that this Agreement is contingent on County obtaining required funds. Up to \$2,333,292 in County Article 8 TDA, STA, and local Measure M funds will be made available, subject to MTC and Sonoma County Transportation Authority approvals. County’s and Center’s duties under this Agreement are contingent upon award of said funds. No County General Fund monies will be made available under this Agreement.
  4. COMPENSATION AND PAYMENT: Center will be paid an amount based on its operating deficit not to exceed the amounts stated herein. Operating deficit is defined as operating expense less the amount of fare and other non-TDA/STA/Measure M revenues. Operating expense is defined as the actual expenditure for the usual and customary expenses for the administration and operation of the service. Operating expense does not include any expense that is not eligible for reimbursement under the provisions of Section 99400(c) of the California Public Utilities Code and any related rules or regulations.

Up to the amount of the “Base Agreement” level of service described above, the following applies:

By the 15<sup>th</sup> day following the end of a calendar month, Center shall submit a Reimbursement Computation (Exhibit "C") to County for all services provided in the preceding month. A monthly management report containing the required elements contained in Exhibit "D", at a minimum, shall accompany the request for reimbursement, followed by a staff meeting on Wednesday of the following week to review the management report and any concerns with the payment request. Monthly payments will be based on a fixed fee of \$51,604 per month and additional variable reimbursement at the rate of \$24.23 per driver-hour of service.

The monthly fixed fee is exclusive of the Center's annual liability insurance premium for ADA paratransit services. Center shall bill separately, by July 15, 2019, for the annual liability insurance costs associated with this Agreement (estimated at \$205,000.)

Reimbursements for services provided under this Agreement shall be paid by County within fourteen (14) days of Center's delivery of an acceptable monthly management report and request for reimbursement as detailed above. Center recognizes that failure to file timely reports may delay payment.

All payments by County will be made in accordance with Sonoma County Board of Supervisors Resolution No. 62627, dated December 19, 1978.

Allowance for authorized additional services beyond the "Base Agreement" are defined in Section 7.

Payment of outstanding requests by Center may be withheld by County if required reports have not been submitted by Center in a complete and timely manner.

5. FARES: Passenger fares shall be collected at the rates set forth in Exhibit "E." Fares are based on criteria allowable under the Americans with Disabilities Act and are tied to Sonoma County Transit's fare structure for similar fixed-route services. Personal care attendants and eligible service animals ride free. Center shall accept County-developed and -issued passes in lieu of monetary fare. County will reimburse Center on a monthly basis for all County passes accepted.
6. FAREBOX RECOVERY RATIO: Center and County are expected to satisfy the TDA requirement that at least 10% of the operating cost be obtained from farebox revenues to qualify for the funds. It shall be a goal to obtain a greater than 10% recovery ratio.

Should Center not meet the 10% farebox recovery goal, County may request steps be taken within a reasonable period of time to comply. If County, after an analysis of all services funded through P.U.C. 99400(c) under contract with County, determines that failure by Center to comply will result in a farebox recovery of less than 10% for all services under P.U.C. 99400(c), County may require that Center adjust level of services accordingly such that a 10% recovery ratio can be achieved. All fare revenues shall be applied against operating expenses.

7. ADDITIONAL SERVICES: Additional services beyond the "Base Agreement" levels may be authorized.

County's Transit Systems Manager may authorize additional services up to 2.5% of this Agreement's maximum compensation, not to exceed \$59,409, if additional services are necessary to assure that the federally required "no-denial" level of service is maintained if passenger demand increases beyond "base agreement" estimates. If additional services beyond 2.5% are

necessary, a contract amendment will be prepared. It is understood that County is free to obtain additional services from sources other than Center if desired.

8. CHANGES IN SERVICE: Changes in service may be proposed by either Center or County. Such proposals will be reviewed by County to determine estimated cost and compatibility with County's overall public transit operations. The proposal will be put into effect only upon a statement in writing approved by representatives of both Parties. Other than as for additional services as permitted above, changes that affect the amount of compensation will require an amendment to this Agreement.
9. EMERGENCY PROCEDURES: In the event of a declared local emergency, upon the request of County's Director of the Office of Emergency Services, Center shall make transportation and communication resources available to the degree possible for emergency assistance. Center shall follow instructions of the County's Director of the Office of Emergency Services and inform County, as directed, of actions being taken. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Center shall be reimbursed on the basis of fair, equitable, and prompt reimbursement of Center's actual costs. Reimbursement for such emergency services shall be permitted to exceed the "Base Agreement" amount.. Immediately after the emergency ceases, Center shall reinstitute normal transportation services. It is understood that operational funding provided in this Agreement cannot be expended to support emergency services.
10. CONFLICTING USE: Center shall not use any vehicle, equipment, personnel, or other facilities which are provided by County for performing services under this Agreement for any use whatsoever other than provided for in this Agreement, unless authorized by County Transit Systems Manager.
11. PERIOD OF SERVICE: Center shall provide ADA paratransit services as described herein as Sonoma County Paratransit from July 1, 2019, through June 30, 2020, unless terminated per the Termination provision of this Agreement.
12. REPORTS: Center will furnish County with the following reports:
  - A. A monthly management report will accompany the monthly payment request (Exhibit "D"). This report shall include Monthly Report - Summary Operating Data and a management review of performance indicating problems encountered and solutions considered, pertinent critiques and evaluation of system and service, training conducted, trends developing, staffing changes, budgetary concerns or other matters of importance. Performance measures shall be reviewed and a geographic presentation on where passenger ridership is occurring. This report will serve as basis for monthly meeting between Center and County staff.
  - B. Delivery of Trip Denial Forms (Exhibit "A") and Passenger Complaint Forms (Exhibit "B") as occurrences develop.
  - C. Center shall provide County copies of all incident and accident reports.
  - D. Any special report requests of County such as patronage by time of day, daily trip reports, log of trip cancellations along with reasons, or other sampling surveys.
  - E. Copies of quarterly staffing report (Exhibit "F").

- F. Driver trainer and driver certificates.
- G. Provide quarterly drug and alcohol testing reports for the three-month period preceding September 30, December 31, March 31 and June 30. These reports are required, in addition to, an annual drug and alcohol testing report as detailed in Section 44.
13. INSURANCE: With respect to performance of work under this Agreement, Center shall maintain and shall require all its subcontractors to maintain insurance as described below:
- A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:
- "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."
- B. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
1. "The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
  2. "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
  3. "The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County."
  4. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."
- C. Automobile Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
- "The County of Sonoma, its officers and employees, is named as additional insured for liability arising out of the ownership, maintenance, use, loading or unloading of an automobile in the performance of this agreement."
- The insurance provided to County is primary and non-contributory with respect to any insurance or self-insurance program maintained by County.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works.”

- D. Automotive Physical Damage Insurance. Comprehensive and Collision insurance covering all transit vehicles provided by County under this agreement. Such coverage shall include a Loss Payable endorsement in favor of County. Center shall be responsible for payment of any deductible applicable to this insurance.
  - E. Documentation. The following documentation shall be submitted to County:
    - 1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
    - 2. Signed copies of specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
    - 3. Upon County’s written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County’s request.
    - 4. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
  - F. Policy Obligations. Center’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.
  - G. Material Breach. If Center, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from Center resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Center, County may deduct from sums due to Center any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.
14. VEHICLES: County will provide Center with transit vehicles necessary to operate these services. Any vehicles provided by County shall be owned by County but controlled by Center . When not in use by Center, vehicles will be made available to County for maximum use of this resource.

Center shall be responsible for any physical damages to said vehicles while under its control. Within 24 hours, Center shall provide copies of all vehicle accident reports to County’s maintenance contractor and other designated County persons. Center shall be responsible for completing a Daily Bus Report (DBR) for each vehicle operated by Center under this Agreement. Completed DBRs shall be returned to County’s dispatch office at the completion of each work shift.

Center shall only use such vehicles for purposes defined in this Agreement. It is understood that failure of Center to operate County vehicles as defined in this Agreement may result in return



and denial of further use of County vehicles. Return of vehicles to County shall be made in accordance with the provisions of a written demand presented by County.

15. ASSIGNMENT AND SUBCONTRACTING: None of the Parties hereto shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing. No subcontracting of service delivery is permitted.
16. STATUS OF CENTER: The Parties intend that Center, in performing the services hereunder specified, shall act as an independent contractor and shall have control of the services and the manner in which it is performed. Center is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees.
17. MUTUAL INDEMNITY: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation action, disability benefit acts, or other employee benefit acts.
18. BREACHES AND DISPUTES:
  - A. Disputes - Disputes arising in the performance of this Agreement that are not resolved by agreement of the Parties shall be decided in writing by County Transit Systems Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy Center mails or otherwise furnishes a written appeal to County's Director of Transportation and Public Works. In connection with any such appeal, Center shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County's Director of Transportation and Public Works shall be binding upon Center and Center shall abide by the decision.
  - B. Performance During Dispute - Unless otherwise directed by County, Center shall continue performance under this Agreement while matters in dispute are being resolved. Center acknowledges that County, in executing this Agreement, is relying on Center as part of compliance with applicable ADA requirements.
  - C. Claims for Damages - Should either Party to the Agreement suffer injury or damage to person or property because of any act or omission of the Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.
  - D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between County and Center arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

- E. Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by County shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. TERMINATION:

- A. Termination for Convenience: At any time, and without cause, County or Center shall have the right to terminate this Agreement by giving one hundred and twenty (120) days written notice to the other party. In the event of such termination, County shall pay Center for services rendered to the date of termination.
- B. Termination for Default: If Center fails to perform services specified in this Agreement or to comply with any provision of this Agreement, County may terminate this Agreement. Termination shall be effected by serving written notice of termination by County on Center, setting forth in detail the Center default. Center will only be paid for services and supplies delivered and accepted as performed in the manner set forth in this Agreement, and subject to the rates and amounts stated herein.

If it is later determined by County in its reasonable discretion that Center had an excusable reason for not performing, such as a strike, fire, or other events not the fault of or are beyond the control of Center, County, after setting up a new delivery of performance schedule, may allow Center to continue work or treat the termination as a termination for convenience.

- C. Opportunity to Cure: In the case of a termination for breach or default, County, in its sole discretion, may allow Center a set period of time, depending on default, in which to cure the defect. In such case, the notice of termination will specify, in detail, the manner of default or breach, the actions required to cure said default or breach, and will state the time period in which cure is permitted and other appropriate conditions. If a satisfactory remedy is not reached within the time period, County shall have the right to terminate without further obligation to Center. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Center and its sureties for said breach or default.
- D. Waiver of Remedies for Any Breach: In the event that County elects to waive its remedies for any breach or default by Center of any covenant, term, or condition of this Agreement, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

20. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery or by U.S. mail or courier service. Notices, bills and payments should be addressed as follows:

COUNTY: Sonoma County Transit  
Attention: Transit Systems Manager  
355 West Robles Avenue Phone: (707) 585-7516  
Santa Rosa, CA 95407 Fax: (707) 585-7713

CENTER: Volunteer Center  
Attn: Executive Director  
153 Stony Circle, Ste. 100 Phone: (707) 573-3377  
Santa Rosa, CA 95401 Fax: (707) 579-2079

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

21. MERGER: This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
22. RIGHT TO MONITOR AND AUDIT: County and its agents, and the regional governments shall have the right to monitor and audit all work performed under this Agreement. County will assess Center's performance on a quarterly basis per performance standards contained in Exhibit "H" of this Agreement.

County will notify Center in writing within thirty (30) days of any potential exception(s) discovered during such examination. Where such findings indicate that program requirements are not being met and funding agency participation in this program may be imperiled, such written notification will constitute County's intent to terminate this Agreement in the event that corrections are not accomplished by Center within sixty (60) days, or sooner if specified and depending on the urgency of the exception.

Center shall provide County within 120 days of the termination of this Agreement an unaudited statement of actual revenues and expenditures by budget item as defined in Exhibits "C" and "D."

Audits must comply with Transportation Development Act requirements and with Standards for Audit of Government Organizations, Programs, Activities, and Functions.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

- A. County and Center acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to County, Center, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
  - B. Center agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
24. NONDISCRIMINATION: The following requirements apply to the underlying Agreement:
- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Center agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
  - B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:
    - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, Center agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. Center agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Center agrees to comply with any implementing requirements FTA may issue.
    - 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CENTER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Center agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Center agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Center agrees to comply with any implementing requirements FTA may issue.
- C. Center also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected Parties.
25. RETENTION OF RECORDS: County and Center agree to retain all documents relevant to this Agreement for four years from the termination of the Agreement or until all federal/state audits are complete for this fiscal year, whichever is later. Upon request, Center shall make available these records to County, state, or federal government personnel.
26. ACCESS TO RECORDS: The following access to records requirements apply to this Agreement:
  - A. Center agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Center also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
  - B. Where County is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Center agrees to provide County, the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
  - C. Where County enters into a negotiated agreement for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, Center agrees to provide County, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
  - D. Where any purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into an agreement for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Center shall make available records related to the agreement to County, the Secretary of

Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- E. Center agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - F. Center agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Center agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
  - G. FTA does not require the inclusion of these requirements in subcontracts.
27. PRIVACY ACT: The following requirements apply to CENTER and its employees that administer any system of records on behalf of the federal government under any agreement:
- A. Center agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Center agrees to obtain the express consent of the federal government before Center or its employees operate a system of records on behalf of the federal government. Center understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
  - B. Center also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.
28. COMPLIANCE WITH LAWS AND REGULATIONS: Center shall comply with any federal, state, and local laws and regulations or requirements of funding agencies such as FTA drug and alcohol testing, Americans with Disabilities Act, DMV Pull-Notice System for Drivers, and any other matters that impact eligibility for funding, risk exposure, safety, or other relevant area of endeavor.
29. 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 arises with respect to the performance of either party, the other may, in writing demand adequate assurance of due performance and until he receives such assurance 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 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 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a 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.

30. CONFLICT OF INTEREST: Center covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Center further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Center shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Center's or such other person's financial interests.
31. CONFLICT OF TRANSPORTATION INTERESTS: Center shall not divert any revenues, passengers, or other business from County's project to any other transportation operation of Center.
32. EXECUTION OF AGREEMENT: This Agreement shall not come into effect unless duly executed by County and Center.
33. 13(C) OBLIGATIONS: Center acknowledges that County is obligated, under the terms of certain capital assistance agreements with the federal government, to ensure that employees of Center are afforded certain labor protections per 49 U.S.C. section 5333(b) and U.S. DOL guidelines at 29 CFR Part 215. A copy of those labor protective arrangements is attached hereto as Exhibit "G" and incorporated herein by reference. Center agrees to comply with such labor protective requirements during the term of this transit service agreement, and any extension thereof. Center further agrees to take no action which would adversely impact its employees, during the term of this Agreement, in a manner which would cause 13(c) financial obligations to said employees. In the event such adverse impact is considered reasonable or unavoidable by Center, Center agrees to consult with County, to take reasonable steps to avoid or mitigate any adverse impacts, and assume financial responsibility.

Center shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of Center that are not specifically directed by County. In addition, Center shall cooperate with County (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes for which County has responsibility.

Center shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against County, or take any action which is contrary to the interests of County under 13(c) or its 13(c) agreements relating to the termination of services under this Agreement, any future transition from Center to another service provider, or any other action or event relating to this Agreement. If Center fails to comply with this obligation, Center shall be financially liable for all costs incurred by County (including attorney's fees) associated with any 13(c) claims or delays in the receipt of federal grants.

34. TRANSIT EMPLOYEE ARRANGEMENTS: Center agrees to comply with the applicable transit employee protective requirements as follows:
  - A. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, Center agrees to carry out the transit operations work on the

underlying agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the agreement involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying agreement, Center agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Center agrees to perform transit operations in connection with the underlying agreement in compliance with the conditions stated in that U.S. DOL letter.

- C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the agreement involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5311, Center agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Center also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

- 35. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: Center agrees to serve as a general paratransit and ADA provider for County and shall assume full responsibility and liability associated with ADA compliance within the limits defined by this Agreement including Section 17 ("Mutual Indemnity," above). Any trip denials or other grievances shall be referred to County Transit Systems Manager within 24 hours after receipt on the same day or next business day such trip denial or grievance occur on a weekend day.

Center shall operate fully accessible paratransit services including wheelchair-loading devices, tie downs, communication systems, training, and related ADA requirements for paratransit providers and as defined in the scope of services outlined in Section 1 of this Agreement. County will assume no liability for failure by Center to satisfy these requirements. County has entered this Agreement with the understanding that Center will make every effort to fully comply with the ADA based on the resource limits established by this Agreement.

- 36. MODIFICATION OF AGREEMENT: This writing constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, or conditions with respect to the subject matter of this Agreement except those contained in this writing.



37. DISADVANTAGED BUSINESS ENTERPRISE: Center agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the project:
- A. Center agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
  - B. Center agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third Party Agreement, or subagreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Center agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance derived from the U.S. DOT. Center's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to Center of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER-TIER COVERED TRANSACTION:
- A. The prospective lower-tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined at 49 CFR § 29.105[p]) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - B. When the prospective lower-tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.
39. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): Center agrees to comply, and assures the compliance of each third party contractor and subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," within 49 C.F.R. Part 29.
40. LOBBYING: Center shall certify compliance with 49 CFR Part 20 as detailed in Exhibit "I"-Certification Regarding Lobbying.
41. LOBBYING RESTRICTIONS: Center agrees to:
- A. Refrain from using federal assistance funds to support lobbying,
  - B. Comply, and assure the compliance of each third party contractor at any tier and each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

- C. Comply with federal statutory provisions to the extent applicable prohibiting the use of federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
42. CHARTER BUS REQUIREMENTS: Center agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
43. SCHOOL BUS REQUIREMENTS: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
44. DRUG AND ALCOHOL TESTING:
- A. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to COUNTY Transit Systems Manager and FTA Office of Safety and Security. To certify compliance, Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- B. Center agrees to comply with the following federal substance abuse regulations:
1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*
  2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to Transit Systems Manager, 355 West Robles

Avenue, Santa Rosa, CA 95407. To certify compliance Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

3. Comply with USDOT updated Drug and Alcohol Testing Regulation (49 CFR Part 40), effective January 1, 2018.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

- A. Center acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, Center certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Center further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Center to the extent the federal government deems appropriate.
- B. Center also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Center, to the extent the federal government deems appropriate.
- C. Center agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

46. ENERGY CONSERVATION: Center agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

47. CLEAN WATER:

- A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

48. CLEAN AIR:

- A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.
49. RECYCLED PRODUCTS: To the extent applicable, Center agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.
50. INCORPORATION OF FTA 4220.1E TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Center shall not perform any act, fail to perform any act, or refuse to comply with any County of Sonoma request, which would cause County to be in violation of the FTA terms and conditions.
51. FEDERAL CHANGES: Center shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (10) dated October, 2003), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Center's failure to so comply shall constitute a material breach of this Agreement.
52. TERMINATION FOR NON-APPROPRIATION: County may terminate this Agreement at any time, upon giving Center thirty (30) days written notice, for any of the following reasons:
- A. County has exhausted all funds legally available for payments to become due under this Agreement;
  - B. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to County;
  - C. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year.
53. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS: The Center shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Center or subcontractor in the event of a dispute involving late payment or nonpayment by the Center or deficient subcontract

performance or noncompliance by a subcontractor.

54. Statutory Compliance/Living Wage Ordinance. Center agrees to comply, and to ensure compliance by its sub-consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Center expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
55. PERFORMANCE STANDARDS: County is accountable to its funding agencies who demand that performance standards be established, monitored, and evaluated to assure maintenance and improvement of productivity and the best delivery of service for the tax dollars provided.

Center shall be accountable for and assist in reporting and operating in a manner that satisfies the following performance standards as outlined in Exhibit "H."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**VOLUNTEER CENTER OF  
SONOMA COUNTY**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**COUNTY OF SONOMA:**

By:\_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

By:\_\_\_\_\_

Clerk of the Board

APPROVED AS TO FORM FOR COUNTY:

By:\_\_\_\_\_

County Counsel

Date:\_\_\_\_\_

CERTIFICATES OF INSURANCE ON  
FILE WITH THE DEPARTMENT:

By:\_\_\_\_\_

Date:\_\_\_\_\_

REVIEWED AS TO SUBSTANCE FOR  
COUNTY:

By:\_\_\_\_\_

Department Head

Exhibit "A"

## **Sample Trip Denial Form**

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# Sonoma County Paratransit Trip Denial Form

Fax to Sonoma County Transit on the same day denial is recorded : 585-7713

Date of Requested Trip:

Today's Date:

Requested pick-up time and location (@ origin):

Requested pick-up time and location (@ destination):

☐ Client requires accessible vehicle

## Reason for Denial

☐ Capacity

☐ Request Withdrawn due to unavailability of going/return trip

☐ Suspended Eligibility - Suspended from: \_\_\_\_\_ Suspended to: \_\_\_\_\_

Reason for suspension: \_\_\_\_\_

☐ Out of Service Area / Time

Route #: \_\_\_\_\_

☐ Same Day Request

☐ Adversarial

☐ @ Origin - Negotiated Time: \_\_\_\_\_

☐ @ Destination - Negotiated Time: \_\_\_\_\_

Client's Name:

Street Address:

City:

Daytime Phone Number:

This form was completed by:

## Follow Up

☐ Met Ride/Client Accepted

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Met on another date \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Met/Client declined

Initials: \_\_\_\_\_ Date: \_\_\_\_\_



Exhibit “B”

# **Sample Passenger Complaint Form**

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## Sonoma County Paratransit Customer Service System

My Issuetrak

**Submit Issue**

Search Issues

Lookup Issue #

Unassigned Issues

Reports

**Submit Issue**

Welcome, Bryan Albee



Log Out

Issue #

Quick Pick: \* Issue Type: Subtype 1: \* Incident Date: \* Complainant Name: \* Complainant Contact Info:   
7800 characters leftDriver Name / Vehicle No.: Issue Status: Caller:  add | details | history\* Subject: \* Full Description: ☐ Include Attachment(s)? (upload screen will display on submit)\* Priority: 

Responsibility

Assigned To:

Exhibit "C"

# **Payment Request Form**

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## Exhibit "C"

## Payment Request Form

Operator: Volunteer Center of Sonoma County

For the Period of: to

	FY 2019-20 Budget			Expenditures for this Period	Year to Date Expenditures
	Variable Paid Van	Fixed	Total		
201 Salaries - Drivers	\$1,165,748		\$1,165,748		
Salaries - Administration		378,979	378,979		
Volunteer Center - Indirect Salaries		102,000	102,000		
Volunteer Center - O/H Allocation		168,000	168,000		
202 Benefits - Health	99,000	39,600	138,600		
203 Benefits - Retirement	23,315	7,580	30,895		
204 Benefits - Workers Comp.	174,862	14,593	189,456		
205 Payroll Tax	89,180	28,992	118,172		
206 Contract Services/Software		30,000	30,000		
207 Supplies/Uniforms		8,000	8,000		
208 Telephone, Postage		15,000	15,000		
209 Licenses - Staff		1,200	1,200		
210 Radio Maintenance		12,000	12,000		
211 Insurance: Liability		below	below		
212 Insurance: Volunteers		below	below		
213 Equipment Maintenance		600	600		
214 Printing/Publications		2,400	2,400		
215 Miles/Meals - Local; Staff		1,800	1,800		
216 Miles/Meals - Conf; Staff		0	0		
217 Miles/Meals: Volunteer		0	0		
219 Conferences & Staff Development		12,000	12,000		
220 Vehicle Operations - Fuel		0	0		
221 Vehicle Operations - Maintenance		0	0		
222 Vehicle Insurance PIC		205,000	205,000		
Vehicle Insurance - Deductable		6,000	6,000		
223 Dues		0	0		
224 Subscriptions, Dues		1,500	1,500		
225 Recognition - Volunteers		3,500	3,500		
Recognition - Staff		8,000	8,000		
226 Recruitment - Volunteers		3,000	3,000		
227 Recruitment - Staff		6,000	6,000		
Random Testing		3,500	3,500		
229 Depreciation		0	0		
Reserve for Contingency		0	0		
Total Expenses	\$1,552,105	\$1,059,244	\$2,611,349		
Less: Passenger Fares & Contributions	0	235,000	235,000		
Balance	1,552,105	824,244	2,376,349		
Total Driver Hours	64,064				
Cost per Driver Hour	24.23				
Insurance Payment		205,000			
Net Fixed-Cost		619,244			
Net Fixed-Cost per Month		51,604			
Projected Budget Maximum			2,376,349		

FY 2019-20 Contract Maximum = \$2,376,349

## Payment Calculation:

Fixed-Monthly Administration Fee:	51,604	
Paid Vehicle Service Hours (VSH): (\$24.48 x #Driver Hours) =		
Other:		
Total Reimbursement Due:		

By: \_\_\_\_\_

Date: \_\_\_\_\_

# County of Sonoma Agreement - Invoice for Services

Operator: Volunteer Center of Sonoma County

For the Period of:

					Budget	Current	YTD
Fixed Monthly Administration Fee:	\$51,604	X	0	month(s)	\$0.00	\$0.00	\$0.00
Vehicle Insurance					0.00	0.00	0.00
Paid Driver Hours (PDH)	0.00	hrs @	\$24.23	PDHs	0.00	0.00	0.00
Adjustments					0.00	0.00	0.00
					\$0.00		\$0.00
Fees Due						\$0.00	

Expenses Prior to Current Billing (above)	\$0.00
Fees Received - Prior to Current Billing (above)	0.00
Fee Adjustment	0.00 *
*(if negative number, subtract from payment)	

Total Reimbursement Due \$0.00

By:

Date:

Exhibit “D”

# **Monthly Management Report Format**

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# **Sonoma County Paratransit**

Monthly Operations Report for:  
July, 2019

## **1. Summary of Operating Data/Management Review of Performance:**

For the month of July, Sonoma County Paratransit transported XXX passengers, traveled XXXX miles and operated XXXX in-service hours. Compared with July, 2018, overall ridership increased/decreased XX%.

During the month, there were X preventable and X unpreventable accidents. These accidents were reported to Sonoma County Transit within 24 hours of their occurrence as required by the current Volunteer Center/Sonoma County agreement.

During the month, there were X trip denials and X missed trips. At the end of the month the percentage of subscription trips was at 30%.

## **2. NTD Report**

Attached find the stats required for monthly NTD reporting purposes.

## **3. Monthly Incident/Accident Summary**

As noted in section 1 above, there were x preventable and x non-preventable accidents for the month of July, 2019. There were no reported passenger injuries.

As a result of these accidents, x drivers received retraining and one driver was terminated.

## **4. Customer Service Complaint Summary**

During the month, X passenger complaints were received and entered into IssueTrak. Complaints received were in the categories of on-time performance, trip length and missed trips.

All complaints have been followed up and resolved and closed-out in IssueTrak.

## **5. Customer Service Compliment Summary**

During the month, x passenger compliments were received and entered into IssueTrak. Compliments received were in the categories of passenger accommodation and driver performance.

All compliments have been entered into IssueTrak.

## **6. Office Staff Meeting Agenda and Attendance Record**

July's office staff meeting was held on the XX<sup>th</sup> at Xpm. This month's meeting focused on customer service and use of TripSpark.

Attached is an agenda and sign-in list of attendees.

## **7. Driver In-Service/Safety Meeting Agenda and Attendance Record**

July's driver Safety Meetings were held on July XX and XX at Xpm. This month's meeting focused on wheelchair lift safety and passenger securement.

Attached is an agenda and sign-in list of attendees.

## **8. Driver Training/Retraining for the Month**

During the month, three new drivers received training and two existing drivers received retraining.

## **9. Monthly Phone Log Report**

Attached find phone report logs for the month of July. The largest number of calls generally occurred on Wednesdays and the least number of calls generally occurred on Saturdays.

For the month, XX% of calls were answered within a three-minute period. The average time on the phone with a passenger was X minutes.



**10. FTA/DOT Drug Testing Report (quarterly reports required in months of October, January, April and July)**

During the quarter, the required number of random drug tests were conducted as reflected on the attached report.

**11. Staffing Report (quarterly reports required in months of October, January, April and July)**

Attached find the quarterly staffing reports are required in the current Volunteer Center/Sonoma County agreement. At the end of the quarter, all positions were filled with the exception of one full-time driver.

**12. SCT Provided CSR/dispatch training**

During the month of July, there were no dispatch/CSR training sessions held.

Exhibit “E”

## **Fare Structure**

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Effective	Base or 1st Zone	2nd Zone	3rd Zone	4th Zone	5th Zone	Additional Zone Rate
Effective 01-17-2016	3.00	4.20	6.00			1.80 *

\* applies to trips beyond 3 zones

Exhibit “F”

# **Quarterly Staffing Report Format**

## 1st Quarter Staffing Report - July 2019

Position	Contracted Positions	Fulltime Equivalent	Positions Filled	Positions Vacant
<b>Operations</b>				
Program Director	1	100.00%		
Operations Manager	1	100.00%		
Scheduler/Dispatcher/Customer Service	6.25	100.00%		
Paid Van Drivers - Full Time	27	100.00%		
Paid Van Drivers - Part Time	6	Varies		
Volunteer Drivers	15	Varies		
Volunteer Office Support	2	Varies		
<b>Administrative Support</b>				
Executive Director	1	16.10%		
Finance Director	1	22.00%		
Program Officer	1	22.00%		
Human Resources Director	1	52.00%		
Executive Secretary	1	22.00%		
Receptionist	1	22.00%		

## 2nd Quarter Staffing Report - October 2019

Position	Contracted Positions	Fulltime Equivalent	Positions Filled	Positions Vacant
<b>Operations</b>				
Program Director	1	100.00%		
Operations Manager	1	100.00%		
Scheduler/Dispatcher/Customer Service	6.25	100.00%		
Paid Van Drivers - Full Time	27	100.00%		
Paid Van Drivers - Part Time	6	Varies		
Volunteer Drivers	15	Varies		
Volunteer Office Support	2	Varies		
<b>Administrative Support</b>				
Executive Director	1	16.10%		
Finance Director	1	22.00%		
Program Officer	1	22.00%		
Human Resources Director	1	52.00%		
Executive Secretary	1	22.00%		
Receptionist	1	22.00%		

### 3rd Quarter Staffing Report - January 2020

Position	Contracted Positions	Fulltime Equivalent	Positions Filled	Positions Vacant
<b>Operations</b>				
Program Director	1	100.00%		
Operations Manager	1	100.00%		
Scheduler/Dispatcher/Customer Service	6.25	100.00%		
Paid Van Drivers - Full Time	27	100.00%		
Paid Van Drivers - Part Time	6	Varies		
Volunteer Drivers	15	Varies		
Volunteer Office Support	2	Varies		
<b>Administrative Support</b>				
Executive Director	1	16.10%		
Finance Director	1	22.00%		
Program Officer	1	22.00%		
Human Resources Director	1	52.00%		
Executive Secretary	1	22.00%		
Receptionist	1	22.00%		

## 4th Quarter Staffing Report - April 2020

Position	Contracted Positions	Fulltime Equivalent	Positions Filled	Positions Vacant
<b>Operations</b>				
Program Director	1	100.00%		
Operations Manager	1	100.00%		
Scheduler/Dispatcher/Customer Service	6.25	100.00%		
Paid Van Drivers - Full Time	27	100.00%		
Paid Van Drivers - Part Time	6	Varies		
Volunteer Drivers	15	Varies		
Volunteer Office Support	2	Varies		
<b>Administrative Support</b>				
Executive Director	1	16.10%		
Finance Director	1	22.00%		
Program Officer	1	22.00%		
Human Resources Director	1	52.00%		
Executive Secretary	1	22.00%		
Receptionist	1	22.00%		



Exhibit “G”

## **13(c) Obligations**

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**U.S. Department of Labor**

Employment Standards Administration  
Office of Labor-Management Standards  
Washington, D.C. 20210



July 25, 2003

Mr. Leslie Rogers  
Regional Administrator  
Federal Transit Administration  
Region IX  
201 Mission Street, Suite 2210  
San Francisco, California 94105

Re: FTA Application  
Sonoma County Transit  
Capitalized Preventive Maintenance, Non-  
Fixed Route ADA Paratransit Service  
CA-90-Y204 Revised

Dear Mr. Rogers:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

Since there were no previously certified protective arrangements that could appropriately be applied to this grant, the Department of Labor proposed the attached arrangements for certification pursuant to Section 5333(b). Sonoma County Transit and the Service Employees International Union (SEIU), the Amalgamated Transit Union (ATU) Locals 1575 and 1700 and the International Association of Machinists (IAM), which represent transportation related employees in the service area of the project, have accepted the terms of the attached Operating Assistance Protective Arrangements dated July 25, 2003, and shall each be deemed a party to the Arrangements. These Arrangements provide to employees represented by the unions, protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the attached *OPERATING ASSISTANCE PROTECTIVE ARRANGEMENT PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53*, For Sonoma County Transit and the SEIU, the ATU Locals 1575 and 1700 and the IAM, July 25, 2003, FTA Grant CA-90-Y204 Revised, shall be made applicable to the preventive maintenance and the non-fixed route ADA paratransit service portion of the instant project and made part of the contract of assistance, by reference;
2. The term "project" as used in the above referenced arrangements shall be deemed to cover and refer to the instant project;
3. Disputes over the interpretation, application, and enforcement of the terms and conditions of the protective arrangements certified by the Department of Labor, which include this letter of certification, shall be resolved in accordance with the provisions in the aforementioned arrangements for the resolution of such disputes; and
4. Employees of urban mass transportation carriers in the service area of the project, other than those represented by the local union which is a party to, or otherwise referenced in the protective arrangements, shall be afforded substantially the same levels of protection as are afforded to the employees represented by the union under the above-referenced arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement by the parties to utilize any other final and binding procedure for resolution of the dispute, the Secretary of Labor may designate a

neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination.

Sincerely,

Handwritten signature of Kelley Andrews in cursive script.

Kelley Andrews, Director  
Division of Statutory Programs

Enclosure

cc: Donald Durkee/FTA  
Steven Schmitz/Sonoma County Transit  
Leo E. Wetzel/ATU  
Thomas Buffenbarger/IAM  
Andrew Stern/SEIU

**OPERATING ASSISTANCE PROTECTIVE ARRANGEMENT  
PURSUANT TO SECTION 5333(b) OF  
TITLE 49 OF THE U.S. CODE, CHAPTER 53**

**For**

**Sonoma County Transit and the Service Employees International Union (SEIU),  
the Amalgamated Transit Union (ATU) Locals 1575 and 1700 and the  
International Association of Machinists (IAM)**

**July 25, 2003**

**FTA GRANT**

**CA-90-Y204**

The following terms and conditions shall apply and shall be specified in any contract governing federal operating assistance to the recipient(s) referenced in the title of this arrangement ("Recipient"):

- (1) The term "Project", as used in this arrangement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this arrangement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.
- (2) The Project, as defined in paragraph (1) shall be performed and carried out in full compliance with the protective conditions described herein.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued.\* Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

In the event that the Recipient and the union(s) referenced in the title to this protective arrangement have an established collective bargaining relationship, the Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5) (a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this arrangement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreement, shall not be considered within the purview of this paragraph.

(b) The Recipient shall give to the unions representing the employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending

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\* As an addendum to this arrangement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.

certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (19) hereof, available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the employees of other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this arrangement are to be interpreted and applied in favor of providing employee projections and benefits no less than those established pursuant to §11347 of Title 49 of the U.S. Code.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined

by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years



The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the arrangement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the

Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this arrangement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing

his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph

unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this arrangement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>					<u>Separation Allowance</u>		
1	year and less than 2 years				3 months' pay		
2	"	"	"	3	6	"	"
3	"	"	"	5	9	"	"
5	"	"	"	10	12	"	"
10	"	"	"	15	12	"	"
15	"	"	over		12	"	"

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service.

The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six

(6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15) (a) In the event there arises any labor dispute with respect to the protection afforded by this arrangement, or with respect to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by Section (12)(c) hereof, the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Recipient or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Recipient or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the board of arbitration shall meet within fifteen (15) days after selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, except as provided in subparagraph (b)

below. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(b) In the case of any labor dispute otherwise covered by subparagraph (a) but involving multiple parties, or employees of urban mass transportation employers other than those of the Recipient, which cannot be settled by collective bargaining, such labor dispute may be submitted, at the written request of any of the parties to this arrangement involved in the dispute, to a single arbitrator who is mutually acceptable to the parties. Failing mutual agreement within ten (10) days as to the selection of an arbitrator, any of the parties involving may request the American Arbitration Association to furnish an impartial arbitrator from among members of the National Academy of Arbitrators who is then available to serve. Unless otherwise provided, in the case of arbitration proceedings under paragraph (5) of this arrangement, the arbitrator thus appointed shall convene the hearing within fifteen (15) days after his selection or appointment and shall render his decision within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed. The decision of the neutral arbitrator shall be conclusive upon all parties to the dispute. All the conditions of the arrangement shall continue to be effective during the arbitration proceeding. Authority of the arbitrator shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this arrangement. The arbitrator shall not have any authority whatsoever to alter, amend, or modify any of the provisions of any collective bargaining agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(e) Nothing in this arrangement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or



in conflict with applicable laws or this arrangement.

(16) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as herein above provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (19) hereof, which is reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes

in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(20) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) The designated Recipient, as hereinabove defined, signatory hereto, shall be the sole provider of mass transportation services to the Project and such services shall be provided exclusively by employees of the Recipient covered by this agreement, in accordance with this agreement and any applicable collective bargaining agreement. The parties recognize, however, that certain of the recipients signatory hereto, providing urban mass transportation services,

have heretofore provided such services through contracts by purchase, leasing, or other arrangements and hereby agree that such practices may continue. Whenever any other employer provides such services through contracts by purchase, leasing, or other arrangements with the Recipient, or on its behalf, the provisions of this agreement shall apply.

(23) An employee covered by this arrangement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(24) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when he was so affected.

(25) In the context of a particular Project, the Recipient and any union which is referenced in the title of this arrangement shall be deemed a party to this arrangement as applied to the Project.

(26) In the event any project to which this arrangement applies is approved for assistance, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective arrangement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

Exhibit “H”

# **Contractor Performance Standards**

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# Sonoma County Paratransit

## Contractor Performance Standards

### OVERVIEW

The performance standards detailed in this document were developed by Sonoma County staff to encourage its paratransit Contractor, to provide the highest quality of service. The guidelines described herein should be considered minimum standards of performance. Future contract extensions may be predicated on the Contractor's successful adherence to these standards.

County staff will issue quarterly performance evaluations based on the Contractor's monthly reports and the County's independent monitoring efforts. The purpose of these performance evaluations is to improve communication between County staff and the Contractor, as well as to document the Contractor's progress toward providing higher quality service. The Contractor may dispute any performance evaluation by submitting a written statement to the County within seven (7) days of the evaluation's issuance. County staff will meet with the Contractor to discuss the Contractor's concerns within seven (7) days after receiving the written dispute. The County Transit Systems Manager will make any final determinations regarding the dispute.

The standards, monitoring procedures and reporting procedures listed below are intended to support the following goal:

***Sonoma County Paratransit, shall provide efficient, safe and professional quality service to its customers. The "customers" are the users of paratransit service as well as the agency of Sonoma County Transit.***

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### 1. Efficiency

Contractor shall implement scheduling practices to maximize service efficiency. Contractor shall maintain adequate staffing to ensure the following efficiency standards are met.

#### A. On-Time Performance

**Standard 1.1:** Contractor shall maintain 90% or greater on-time performance, defined as arrival at scheduled pick-up location within the thirty (30) minute scheduled pick-up window. At the time the reservation is made, the scheduler advise the customers of the half hour pick-up window for the scheduled pick-up time. Driver shall wait for a passenger for up to five minutes after vehicle arrives at the scheduled pick-up location and notifies customer of their presence, within the allotted window.

**Monitoring Measure 1.1a:** Contractor shall provide On-time Performance Reports generated from scheduling software on a monthly basis. All reports will have the following information recorded on a road supervision report:

- a) Date
- b) Vehicle Number
- c) Route Number
- d) Scheduled pick-up location (City)
- e) Scheduled departure time
- f) Actual departure time
- g) Difference between scheduled departure time and actual departure time

**Monitoring Measure 1.1b:** County staff may conduct its own road supervision to verify the on-time performance reported by the Contractor. Contractor may be asked to supply County staff with daily manifests for this purpose.

**Standard 1.2:** Trip duration shall not exceed the duration of the corresponding fixed route bus trip.

**Monitoring Measure 1.2a:** County will rely on Contractor reports and customer complaints to monitor this standard. Driver logs may be audited to verify Contractor reports.

#### **B. Trip Denials**

**Standard 1.3:** Contractor shall have a goal of zero ADA trip denials and. A "denial" is when the Contractor is unable to schedule a trip within one hour before or after the requested trip time due to a lack of capacity or when other capacity constraints prevent riders from scheduling trips.

**Monitoring Measure 1.3a:** Contractor shall keep a daily log of all trips requested in Novus.

**Monitoring Measure 1.3b:** Contractor shall record all denied trips. Contractor will fax daily trip denial reports to the County the same day the denial is recorded.

**Monitoring Measure 1.3c:** Contractor shall provide recommendations on a quarterly basis regarding planned operational changes to reduce overall trip denials.

#### **C. Incoming Calls Wait Time**

**Standard 1.5:** Contractor's goal shall be that 96% of all incoming calls shall be answered within five (5) minutes and a reservation for one (1) round trip should be completed within five (5) minutes.

**Monitoring Measure 1.5a:** Contractor shall include computerized call wait time reports in the Monthly Report

**Monitoring Measure 1.5b:** County staff will review customer complaints with regard to this standard.

#### **D. Efficient Dispatching**

**Standard 1.6:** The average number of passengers per vehicle revenue hour shall be at least 2.0.

Monitoring Measure 1.6a: The average number of passengers per vehicle revenue hour shall be included in the Monthly Report.

Standard 1.7: Contractor shall maximize efficient use of automated scheduling program.

Monitoring Measure 1.7a: Contractor shall report its training efforts with respect to this standard on a quarterly basis.

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## **2. Safety**

Contractor shall make every effort to operate Sonoma County Paratransit vehicles safely, to protect passengers and the public from injury, and to protect County property.

### **A. Accidents**

Standard 2.1: Contractor shall achieve eighty thousand (100,000) average miles between preventable accidents. For the purposes of this standard, accidents shall be defined as events causing damage to any County-owned vehicle or property in excess of one hundred dollars (\$100). Contractor shall provide drivers with ongoing safety training, including monthly safety meetings for paid drivers and an annual meeting with volunteer drivers..

Monitoring 2.1a: Contractor shall report the dates and topic of safety meetings in its Monthly Management Reports, as well as an attendance record.

Standard 2.2: Contractor shall maintain drug testing procedures as prescribed in the Contract.

Monitoring 2.2a: Contractor shall document its drug testing procedures on a quarterly basis and provide this information in the Monthly Management Report.

Standard 2.3: Contractor shall keep the County informed of all accidents and incidents.

Monitoring Measure 2.3a: Contractor shall notify County staff and the Operations Contractor's Maintenance Manager of all accidents / incidents within twenty-four (24) hours or by 9:00 a.m. the following business day, whichever is sooner. A date-stamped report shall be submitted to the County within two (2) business days after the date of the accident or incident. This report may be the same report the Contractor submits to its insurance agency. The report shall include the following information:

- a) County vehicle identification number
- b) Date of accident / incident
- c) Time of accident / incident
- d) Name of driver
- e) Brief description of the accident
- f) Determination of whether the accident was preventable
- g) Names and phone numbers of authorities consulted
- h) Names of passengers on board
- i) Names and addresses of witnesses



A preventable accident is one that reasonably could have been avoided by the operator. The County Transit Systems Manager will make any final decisions regarding whether an accident is preventable or non-preventable.

An incident is any other unusual occurrence that disrupted service, did not incur monetary damage to County property and is unlikely to result in a claim against the County.

Monitoring Measure 2.3b: Contractor shall include a summary of accidents / incidents in the Monthly Management Report. County staff will verify the number of accidents / incidents reported in the Monthly Management Report with the actual accident reports submitted throughout the month.

#### **B. Wheelchair Lift Cycling**

Standard 2.4: Contractor shall cycle the wheelchair lift on all vehicles daily to ensure that each lift is functional prior to in-service use. Dispatch must be notified immediately of any in-service wheelchair lift failures.

Monitoring Measure 2.4a: Contractor shall report all in-service wheelchair lift failures in the Monthly Management Report.

Standard 2.5: In the event of an in-service wheelchair lift failure, Contractor shall ensure that the passenger utilizing a wheelchair is given adequate transportation to his/her destination.

Monitoring Measure 2.5a: County staff will review customer complaints with regard to this standard.

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### **3. Professionalism**

Contractor shall make every effort to provide uniformly professional quality service. Further development of training curricula may be needed.

#### **A. Employee Conduct**

Standard 3.1: Contractor shall provide employees who are likely to be in contact with the public with on-going sensitivity and customer service training, as well as an understanding of the Americans with Disabilities Act (ADA). Contractor shall train its employees to give customers accurate information regarding all Sonoma County Paratransit services. Employees also should have basic knowledge about Sonoma County Transit fixed route services. Additionally, paratransit drivers must conduct themselves in accordance with the following guidelines:

##### Customer Service

- a) Inform customers of driver's name upon the request of the customer;
- b) Verbally identify himself/herself to blind or visually impaired customers;
- c) Wear an identification badge on an outer garment during all service hours;
- d) Drivers shall present a common appearance including the uniform shirts issued with the Sonoma County Paratransit logo or other attire as approved by the Sonoma County Transit Systems Manager.
- e) Assist customers as needed and required by the Americans with Disabilities Act (ADA);
- f) Be aware of ADA requirements concerning service animals;

- g) Require all non-service animals to be contained while on-board;
- h) Be courteous and helpful to all customers and other persons encountered while on duty;
- i) Operate assigned vehicle in a safe and courteous manner;
- j) Do not use profane language;
- k) Do not allow soliciting on the vehicle;
- l) Do not accept monetary gratuities;
- m) Do not smoke aboard County vehicles;
- n) Do not eat or drink aboard County vehicles while there are passengers on-board;
- o) Do not play portable radios or wear headphones aboard vehicles whether moving or parked;
- p) Do not use cellular telephones while in the driver seat of the vehicle;
- q) Use vehicles only for assigned duties;

#### Operational Guidelines

- r) Keep a daily driver manifest of departure times and the number of customers boarding at pick-up areas;
- s) Complete a vehicle inspection report before checking out a vehicle and after turning in a vehicle;
- t) Follow the route manifest, maintain time schedules to the extent possible, and notify dispatcher if it becomes necessary to alter the order of pick-ups and drop-offs, or if a schedule cannot be maintained;
- u) Honor special passes, collect fares/tickets, issue bulletins and other materials, and perform occasional surveys or other actions as required by the County;
- v) Keep the vehicle clean and sanitary during the work shift;
- w) Secure all wheelchairs and scooters using a four point tie down;
- x) Immediately report any vehicle defects to supervisor or dispatcher;
- y) Refrain from speaking to anyone concerning an accident or incident unless it is to the police, County staff, or Contractor supervisory personnel. All information regarding an accident involving Sonoma County Paratransit is confidential.

Monitoring Measure 3.1a: Contractor shall include in the Monthly Management Report a narrative of ongoing driver training/retraining programs.

Standard 3.2: Schedulers shall give each caller their full attention and observe high standards of telephone etiquette. Schedulers shall not function as dispatchers while taking reservations over the telephone. (Calls can be put on hold while the radio is used.)

Monitoring Measure 3.2a: County staff will review customer complaints with regard to this standard. Any complaints received directly by County staff will be forwarded to the Program Director for review and remedy.

#### **B. Complaints**

Standard 3.3: The number of service-related complaints against the Contractor shall not exceed five (5) per month.

Monitoring Measure 3.3a: Contractor shall record all passenger complaints on the Customer Service Form in BaseCamp (or other software, as required), and copy all complaints to the County as soon as possible. The Contractor must respond with the results of their investigation, along with a customer follow-up within five (5) business days of receipt of the complaint.

**Monitoring Measure 3.3b:** Contractor shall provide a summary of passenger complaints in the Monthly Management Report and any written letters or responses sent to passengers by Contractor.

#### C. Public Relations

**Standard 3.4:** Contractor shall obtain approval from County staff prior to issuing press releases, including announcements in local newspapers, newsletters and marketing materials.

**Monitoring Measure 3.4a:** Publication of press releases without County approval shall be considered a violation of this standard.

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## 4. Reporting

**Standard 4.1:** Contractor shall submit a Monthly Management Report by the 15<sup>th</sup> day of the following month as specified in the Contract. The Monthly Report should be in a standardized format and easily legible.

**Standard 4.2:** Contractor shall include the following information to the County in the **Monthly Report**:

- ✓
- ✓ Operations Data Summary / Management Performance Summary;
- ✓ Total trip requests and total trip denials (Novus Report);
- ✓ Average trip duration (Novus Report) (MM 1.2a);
- ✓ Computerized call wait time reports (MM 1.5a);
- ✓ Average number of passengers per vehicle hour (Novus Report) (MM 1.6a);
- ✓ Date and attendance of monthly safety meeting (MM 1.7a);
- ✓ Date and attendance of monthly office staff meeting
- ✓ Summary of incidents and accidents (MM 2.3b);
- ✓ Summary of customer service complaints and compliments;
- ✓ List of all in-service wheelchair lift failures (MM 2.4a);
- ✓ Narrative of ongoing driver training/retraining efforts (MM 3.1a);
- ✓ Summary of customer complaints and correspondence sent to customers (MM 3.3b).

**Standard 4.3:** Contractor shall submit the following information to the County on a **quarterly basis**:

- ✓ Recommendations regarding planned operational changes to reduce overall trip denials (MM 1.3c);
- ✓ Staffing report;
- ✓ Financial review and report;
- ✓ Summary of training provided to dispatch/scheduling staff (MM 1.7a);
- ✓ Documentation of drug testing (MM 2.2a).

Exhibit "I"

# **Certification Regarding Lobbying**

## CERTIFICATION REGARDING LOBBYING

Consultant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date