



CITY of CALABASAS

ITEM 3 ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
(Ventura Transit System, Inc.)

CONTRACT SUMMARY

Name of Contractor:	Ventura Transit System, Inc.
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Robert Yalda, P.E., T.E.
Period of Performance for Contract:	July 1, 2021-June 30, 2024
Not to Exceed Amount of Contract:	\$916,920.00
Scope of Work for Contract:	City of Calabasas Transit Service Provider

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Five Million Dollars (\$5,000,000) per claimant and Five Million dollars (\$5,000,000) per incident.

yes no - Is Professional insurance required in this contract?

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: Worker’s Compensation insurance as required by the laws of the State of California.

Other: N/A

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

PROFESSIONAL SERVICES AGREEMENT
(Ventura Transit System, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Ventura Transit System, Inc.** a *California Corporation* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *City of Calabasas Transit Services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **May 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **May 2021** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2021.
- 3.4 “Expiration Date”: June 30, 2024.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in

compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Nine Hundred Sixteen Thousand Nine Hundred Twenty Dollars (\$916,920.00)** unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **David Becerra** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and related

to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Five Million Dollars (\$5,000,000) per claimant and Five Million dollars (\$5,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that

meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Hali Aziz**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Ventura Transit System, Inc.
295 Willis Ave STE H4
Camarillo, CA 93010
Attn: David Beccera
Telephone: (805) 500-3981
Facsimile: (805) 465-5076
davidb@venturatransit.com

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. EXTENSIONS

18.1. City shall have the right to extend this Agreement two times, each for the duration of one year for an amount not to exceed \$353,700.00 annually following the expiration of the Agreement on June 30, 2024.

18.2. Each extension shall be based on City's evaluation of Consultants' services. The determination to extend the agreement is within the sole discretion and judgement of the City.

18.3. The evaluation shall consider Consultant's performance under this Agreement which may include but is not limited to, its adherence to City's reasonable requests and instructions and the quality of services provided by Consultant.

18.4. The not to exceed amount shall be based on service levels effective as of July 1, 2021. Shall the service level vary more than 30%, Consultant shall have the right to terminate this Agreement in accordance with the provisions for termination of this Agreement.

Initials: (City) _____ (Contractor) _____

19. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the

remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Ideal General Services, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Mahmood Babaeian, Chief Executive Officer

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Masood Babaeian, President

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.,
Public Works Director/City Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

2. Scope of Services

Ventura Transit System CEO Mahmood Babaeian is a 31 year resident of Calabasas. Additionally, Mr. Babaeian was the owner of Checker Cab in 1994 who was Calabasas' first Dial-A-Ride contractor at its inception, and worked closely with Mr. Greg Johnson to start and plan the service for the City. Having this unique background and understanding of the City's needs for a fixed route and Dial-A-Ride makes both he and Ventura Transit System uniquely qualified to be the contractor for the service. We have attached a letter of recommendation that Greg Johnson wrote for us as an addendum to the proposal.

Ventura Transit System has established a philosophy that we call our Golden Standard. It is essentially a definition of why we exist and what we intend to accomplish. Our Golden Standard is defined as "dedicating ourselves to helping people reach their destinations. The "destinations" may be different for each of our stakeholders, but our goal is to assist each to reach theirs successfully.

For our clients, this Golden Standard drives our commitment to attain superior contract performance and to ensure a long term working relationship with Ventura Transit System. The destination is a successful execution of the transit program.

For our passengers, this Golden Standard requires our diligence and care in successfully transporting them to their desired point of delivery. The destination for the passenger is the delivery of on-time, accessible, reliable and safe transportation.

For our employees, our Golden Standard directs that each be treated with respect, dignity, and that each is provided with the maximum opportunity for growth and success within the organization. The destination here is rewarding employment for each employee and their achievement of specific career goals.

Supporting our Golden Standard are five promises that speak to our conduct in the execution of our business. These promises serve to define how we view success and to provide a broad and binding commitment of quality to our customers and to our employees.

These five promises state that we will:

1. Conduct Ourselves Professionally and Honorably
2. Honor our Commitments to our Clients
3. Provide Safe and Dependable Service
4. Partner for Constant Improvement
5. Provide Positive Community Impact



Our promises provide the basis for all decisions made within our organization. Our goal is to be a long-term partner with each of our clients and with our employees.

Our Golden Standard is seen through our performance in the delivery of superior service and through our efforts to be good partners in business, good neighbors and valued members of the community.

Applying these principles, along with our vast experience with our aforementioned fixed route and Dial-A-Ride contracts, Ventura Transit is able to assume the responsibilities of the operation of the contract once awarded. Ventura Transit has reviewed the Scope of Services and understands that the contract requires the following:

- Six (6) fixed-route
- One (1) Citywide fixed transit route within Calabasas City Limits
- Four (4) peak service routes, 2, 3, 4, 5, during AM and PM peak transit demand
- One (1) fixed-route Trolley

Ventura Transit System has reviewed the operation schedule for the contract, and understands that the following schedule shall be adhered to:

- Line 1 (Citywide all day service) -Monday through Friday
 - 6:30 a.m. until 6:00 p.m.
- Lines 2-5(Peak hour Service) -Monday through Friday
 - 6:30 a.m. until 9:30 a.m.
 - 12:30 p.m. until 4:30 p.m
- Trolley (Citywide all day service)
 - 10:00 a.m. until 10:00 p.m., Saturday

Ventura Transit understands that Operations services must include, but are not limited to the individual items listed above. By accepting the Scope of Services, Ventura Transit acknowledges that during the summer, transportation services change due to a shift in demand, and that a revised route and schedule will be provided by the City one month before route changes go into effect for drivers to accommodate changes and learn the routes. Additionally, it is recognized that there are periodic and random special events that occur throughout the year which require transportation. Ventura Transit System is easily adaptable to the changes that would be required, and would be able to provide those transportation services.

Based on the volume of our existing contracts, the addition of the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract will be an easy addition to our organization. As mentioned previously, with the onset of COVID-19 and the changes that needed to take place in an almost immediate time frame, Ventura Transit is very adaptable and ready to make any necessary adjustments that the City may require. While the best results happen when there is advanced knowledge of schedule and route changes, Ventura Transit System has proven to be able to accommodate changes in a short time frame when the need arises.

2.1 Service Needs Summary

Ventura Transit System shall be responsible for the management and operation of the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas. Ventura Transit System shall manage service in accordance with the guidelines and parameters established in the contract.

Ventura Transit System shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide vehicle drivers and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, and develop methods to improve effectiveness and maximize service efficiency. Ventura Transit System will maintain all required federal, state, and local approvals and permits and will ensure that all vehicles used by Ventura Transit System are properly licensed for the services they are providing. Ventura Transit System must also have all applicable state and local business licenses or procure same prior to the start of service. City will provide vehicle licenses and registrations.

Ventura Transit System will become familiar with all reporting requirements for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas program and to supply accurate financial and operating data which complies with above described requirements. As per the requirements of many of our existing contracts, Ventura Transit System understands that the City's monthly report requirements have been structured to ensure the collection of data required for the reports; however, the type of information and the reporting format is changed by the FTA on a regular basis. Ventura Transit System shall work with the City to keep up to date on all reporting requirements. Ventura Transit System staff will attend meetings with City staff.

Ventura Transit System currently has other fixed route and Dial a Ride contracts that have strict reporting requirements that require us to adhere to strict guidelines where vehicles and drivers are concerned, as well as stringent reporting requirements. Through our contract with the Tri-Counties Regional Center, we have regular CHP inspections that we have always passed without issue or correction. Through our contracts through CenCal Health Plan and Gold Coast Health Plan, we go through rigorous annual audits of our vehicles and drivers, under the guidelines issued by the State of California for Non-Emergency Medical Transportation providers. At this time, Ventura Transit System operates a fleet of cutaway handicap accessible buses for our paratransit contract, very similar to the vehicles currently used by the City of Calabasas. Our vehicles all go through regular preventative maintenance, daily inspection by the drivers, and are serviced according to a maintenance schedule that is in compliance with each of our contracts. Upon request, we can provide the City of Calabasas with previous maintenance records and inspections. This type of accountability transfers to all of our awarded contracts, regardless of if there are inspections imposed by the contract guidelines. Our staff of certified mechanics, under a comprehensive full service maintenance program, will continuously service all fleet vehicles. In any transportation program, maintenance and vehicle safety is of utmost concern. All fleet drivers will be required to inspect their vehicles daily and to complete a daily vehicle inspection checklist sheet before operating the vehicle. Should a mechanical problem be found during this regular inspection, whereby any fleet driver should find a mechanical defect that he or she deems would make the vehicle unsafe to operate, the vehicle will be pulled from service until which time the

mechanical problem has been safely and completely corrected. Ventura Transit System's existing operations managers will refer to specific procedures outlined in the CHP Administrative Manual, which we use as our industry standard and will be required for use by every fleet operations driver. Therefore, should any maintenance problem occur during any point of service which may jeopardize the safety of the vehicle, the driver, or the client, the fleet driver will be required to take his or her vehicle out of service for repair immediately. Ventura Transit System maintains a stringent disciplinary procedures and penalties policy for any fleet driver not adhering to company rules and regulations.

One of the benchmarks of our success at Ventura Transit System is our ability to retain staff. Ventura Transit System had less than a 5% staff turnover over the course of the last 3 years. On average, our staff members stay with us for 12+ years. We ensure this by offering a healthy work environment, competitive wages, advancement potential, and ongoing training that builds a team environment. Additionally, we are always looking for backup staff and drivers that we see exhibiting our high standards, and who meet our "Golden Standard" principles.

With our experience in quick adaptation that was brought on by the pandemic, along with our years of providing fixed route and Dial-A-Ride services, Ventura Transit System is ready to start on Day 1 with the reopening of the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas. Additionally, should the demand for services be higher than anticipated by the City, Ventura Transit is ready to work together with the City to address any unanticipated additional needs. In addition to solutions ranging from using larger vehicles and creating additional routes, Ventura Transit System has a fleet of vehicles at that would be able to be put into service for the contract, if the need arose, as quickly as the next day.

Ventura Transit System is not proposing any changes to the current operating practices in place for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract, and will be able to perform the contract based on the current Scope of Services outlined in the RFP.

2.2 Service Plan

Ventura Transit System CEO Mahmood Babaeian was the owner of Checker Cab in 1994 and was Calabasas' first Dial a Ride contractor at its inception. Having this unique background and understanding of the City's needs for a fixed route and Dial-A-Ride makes both he and Ventura Transit System uniquely qualified to be the contractor for the service. Ventura Transit System shall manage service in accordance with the guidelines and parameters established in the contract.

Under the guidance of David Becerra, proposed General Manager for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract, Ventura Transit System shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide vehicle drivers and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, and develop methods to

improve effectiveness and maximize service efficiency. Ventura Transit System will obtain and provide all required federal, state, and local approvals and permits and will ensure that all vehicles Ventura Transit System are properly licensed for the services they are providing. Ventura Transit System must also have all applicable state and local business licenses or procure same prior to the start of service. City will provide vehicle licenses and registrations.

Ventura Transit System will become familiar with all reporting requirements for the Calabasas DAR program and to supply accurate financial and operating data which complies with above described requirements. The City's monthly report requirements have been structured to ensure the collection of data required for the reports; however, the type of information and the reporting format is changed by the FTA on a regular basis. Ventura Transit System shall work with the City to keep up to date on all reporting requirements. Ventura Transit System staff will attend meetings with City staff.

As shown by the experience of David Becerra who has extensive experience with fulfilling contractual obligations with Gold Coast Health Plan and CenCal Health Plan contracts where Ventura Transit System is providing a high level of fixed route and Dial-A-Ride services, Ventura Transit System management will be able to easily integrate the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas seamlessly into our organizational structure.

a. Fixed Route

Ventura Transit System has already studied all the routes, including the pickup and drop off locations and will use Medi-Routes as the scheduling and dispatch system to dispatch and communicate with all assigned drivers to the fixed route through our computer system and GPS locating which is described in detail below in Communications. The City has provided the routing, and Ventura Transit System is aware of the routing as well as the vehicles being used in routing. The routes will be entered into our software system once we have been selected as the contract provider. Our Operations Manager will have the drivers pre-scheduled to the routes. Should any changes occur, the Operations Manager will adjust the schedule accordingly. Prior to the start of the Contract, Ventura Transit System plans to do dry-runs with the vehicles and drivers to ensure that everything is ready to run smoothly as of Day 1.

In addition to the features that MediRoutes provides, Ventura Transit System can equip the vehicles used for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract with GPS through a service we are utilizing on other contracts through Verizon Connect. Verizon Connect offers High-resolution maps with smart clustering and detail on demand providing a simple yet powerful vehicle tracking solution that helps reduce fuel consumption, provides accurate ETAs, monitors vehicle diagnostics and vehicle maintenance needs, while also offering the ability to provide in-vehicle alerts to drivers. This software allows Ventura Transit System to run historical reports on up to 2 years of fleet data to uncover insightful trends, support investigations and extrapolate reliable forecasts. Cloud-based storage is regularly backed up and replicated. There are added benefits for fixed route service which allow us to replay vehicles' route history for specific dates and follow the actual routes taken by drivers, and can show specific events, such as speeding or stops, and compare drivers' performance.

b. Communications

The current Ventura Transit System dispatch operation and software (MediRoutes) will be utilized to provide service for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract. Ventura Transit System currently receives requests for, and dispatches, over 1000 trips per day and has the capacity to double that number. Requests are taken via phone or fax and entered into the dispatch software. Dispatchers receive this information on their computer screens. The dispatcher assigns those trips not automatically assigned to vehicles manually. Dispatchers communicate with drivers by both radio and tablet.

Dispatchers provide the link between the office and the field that is vital to any transportation operation. Well trained dispatchers allow for smooth operations and a high quality of service. Dispatchers are empowered to resolve operations problems and have the support of management to resolve customer issues. Management is always available should the need arise. Daily dispatch logs are utilized to prepare month end reports and monitor service levels.

As with any transit operation, information from reporting is vital to the success and efficiency of the service. All relevant statistics are compiled and analyzed to reveal trends and possibilities to improve service. The current dispatch software compiles all information which can then be sorted to produce reports for the city. The current reporting requirements are easily accomplished and can be enhanced for future needs.

All information from fleet driver's logs will be gathered and maintained in a database for analysis. Trends in ridership and service will be reviewed and discussed at regular intervals with the City. Ideas for improvement and/or alteration of transit route plans will be thoroughly discussed with the City before any existing plan alterations or proposed plan implementations are adopted, as these changes may affect existing proposed or future budgetary considerations.

The current trip software maintains all data regarding call time, pickup and delivery time, and trip length. On-time performance can be reported for a variety of circumstances including how long phone orders take, time from phone call to dispatch of vehicle, actual pickup time to requested or proposed time, and any missed trips.

The fixed-route vehicle will be gauged on a 5 minute +/- benchmark and the dial-a-ride vehicle will be gauged on a 10 minute +/- benchmark. Ventura Transit System has been utilizing the MediRoutes Transportation Management System for 4 years.

The MediRoutes application is cloud-based software used with mobile device technologies to offer optimal scheduling, booking, dispatch and billing services for

Transportation Providers. Using these state-of-the-art tools, MediRoutes offers easy online call taking – either trip booking through the import of brokerage trips or direct entry of on-demand trips.

Reservations for Recurring trips, also known as Calendar or Subscription trips, are also supported.



MediRoutes offers optimized scheduling – taking into account any rider requirements (i.e. wheel chair user) and appointment time (if applicable), the transport vehicle’s capacity, the drive time, and funding source requirements or limitations. The schedule is created ensuring that each of your passengers get to their appointments on time while providing service with the highest level of efficiency.

Once the schedule is created, you have the option of reminding your passengers that they have transportation scheduled with you by having the MediRoutes software send automated reminders to your passengers using voice, email and or text. You will be able to schedule the reminder in advance in MediRoutes and you will receive confirmations from your clients directly in the MediRoutes desktop application.

MediRoutes provides real-time dispatching and sends the driver’s manifest to driver’s phones with the GPS location of each vehicle and the driving time and distance to scheduled pickups and drop offs. Real-time updates to the drivers and the dispatchers show where the drivers are at all times. In addition, the GPS coordinates and time stamps of each pick up and drop off, with the passenger’s signature captured at the time of service, helps everyone stay on track.

The Automated Optimized Scheduling Algorithm creates an optimized schedule by minimizing dead-head distance and overall distance traveled while maximizing revenue miles. Setup starts with Space Types. From there, Capacity Types are defined and associated with vehicles based on the capacity configurations of the vehicle fleet. Vehicles are then assigned to “Runs.” Runs can have different garage locations, times of service and days of operation. An optimized schedule results from using these parameters in conjunction with the specifics of the collection of trips to be scheduled (pickup/drop-off locations, requested times and space types).

MediRoutes allows for “shopping” or “point-and-click” manual scheduling in those cases where a specific schedule is required. Innovative map visualization provides a review of any schedule for visual confirmation. Template schedules can be created to take a “snap shot” of the schedule for calendar rides. These “Template Schedules” can then be easily applied to future days.

The innovative dispatch screen allows ultimate visibility of the fleet. Same day or will-call trips can be scheduled using real-time, automated scheduling that takes into account the current location and schedule status of the vehicles in operation. The GPS positions of vehicles are updated every minute. Schedule changes are constantly sent to drivers. Specialized work-flow allows drivers and dispatchers to indicate and confirm “Cancel at Door” or “Cancel No Show.” Two-way messaging from dispatch to drivers cuts down on constant “chatter” and makes for a more pleasant experience for customers.

The mobile application allows for passenger and driver signature capture. Customized Trip Sheets reproduce trip logs with these signatures and can be saved as PDFs for paperless storage and historical retrieval.

All data can be exported to Excel for further manipulation. Operational reports include On Time Performance with dynamic parameter setting, which allows for a “what if” analysis. GPS reporting, including map visualization and reverse geo-coding, can be accessed for any past day by vehicle or

employee. The extensive reporting proves to be a valuable tool when you need to respond to allegations involving speeding or other misconduct.

Reporting to the City of Calabasas

Ventura Transit System proposes to pass information to the City weekly via email updates and monthly by hardcopy. Ventura Transit System management will be available for all meetings with the city.

Though a more detailed example is attached, the following is a sample of information that will be made available to the City:

- A complete list of all vehicle breakdowns, description of the mechanical cause and correction that took place.
- A complete list of all scheduled trips or portions thereof missed with explanation.
- A brief summary off all customer grievances/constructive suggestions concerning service as described in the aforementioned proposal, and company responses to those complaints/suggestions.
- A complete listing of all client pickups that were not completed due to equipment failure.
- A listing of all passengers by type of fare paid.
- Raw ridership data that includes information referring to average wait time between customer call and pickup.



c. Customer Information

Ventura Transit System understands the need for accurate reporting to the City. As routes are developed, manifests are created for each route for each day of the week. The manifest becomes the source document for most other reporting and is also the document that validates consumer attendance. The integrity of this data is critical and Ventura Transit System has installed a system of checks and balances to ensure the accuracy of this source data.

The manifest is numbered. Data fields within the manifest include date, driver name and bus number (all pre-printed). A pre-printed sequential list of passengers which includes passenger name, scheduled pick up time, mobility device used, passenger specific notes, pick up address and destination address directs the driver accordingly each day. As routes may differ slightly each day of the week, a manifest is unique to the particular day of the week. The driver, for each manifest, notes actual pick up and drop off times as well as route start and end time and miles.

Data is accumulated with corrections made to the master manifest by exception. Reconciliation of passenger information is accomplished by the dispatcher. Reports are generated for each day as well as monthly. Reports will be generated by our Operations Manager. Invoices are also generated after the data is compiled in accordance with the requirements of the City.

We understand that it is important for the City of Calabasas to have the technology available to produce accurate statistics on ride times, unduplicated passengers, total passengers and trip distances. As we monitor adherence to performance standards as well as efficiency, quantitative data is crucial to the operation.

In addition to passenger statistics and operations data, it is important to monitor each vehicle in fuel and oil consumption, tire and parts usage, and breakdowns.

Our maintenance staff has these data collection and reporting procedures integrated into their daily operation. Through programs networked with the vehicle inventory program, our staff has immediate access to fuel and oil consumption as well as parts assigned to each vehicle.

Our staff is familiar with NTD requirements and knows how to produce accurate information on a timely basis. This type of data collection and reporting has been implemented in our contracts throughout the counties.

All routine reporting generated by Ventura Transit System, as approved by the City, will be forwarded to the City by electronic mail on a daily basis. In addition, complaints, accident reports and other data of a more urgent nature are sent real time as the reports are completed to ensure the timely delivery of information to the City's contract administrator.

With data from existing contractor and the City, and constantly updating records, we will be able to efficiently communicate with the residents of Calabasas in regards to their trip requests, pick up times, any changes, and in emergency situations what the contingency plan is.

d. Contractor and Staff Training

We believe that, as part of professional behavior, it is our responsibility to hire and keep well-mannered and ethical employees, provide a positive working environment, take initiative within appropriate boundaries, provide meaningful and consistent communications, and demonstrate leadership and relationship skills.

Ventura Transit System’s dispatcher training program ensures our staff is proficient, skilled and experienced when assisting riders. Dispatchers are evaluated and refreshed during their employment.

Operator Training Plan:

Ventura Transit System Training Program Hours	
Classroom Training	Hours
Accident Reporting	5
Alcohol & Drug Education	5
Blood Borne Pathogens	1
Customer Service	4
Disability Sensitivity Training (ADA)	8
Diversity Training	1
Driver Safety Responsibilities	1
DVIR / ATTN / NO SHOW / Paperwork	1
Emergency Procedures	5
First Aid / CPR	6
Grievance Procedures	5
Mandated Reporting (I.E Abuse)	5
Non Harassment / Sexual Harassment Policy	5
Passenger Assistance & Safety	5
Passenger Control / Difficult Passenger Training	8
Vehicle Communications Device Training	1
Total Classroom Hours	66

Behind the Wheel Training	Hours
Defensive Driving	10
Lift Operation	2
Proper Lifting Techniques	5
Proper Wheelchair Loading / Unloading	3
Route & Service Area Orientation	10
Vehicle Operation	5
Total Behind the Wheel Hours	35

Total Driver Training Hours	101
------------------------------------	------------

On a yearly basis, all operating personnel associated with the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract will receive at least the required sixteen (16) hours of Department of Motor Vehicles training and eight (8) hours of recurrent “transit certificate” training. No driver is allowed behind the wheel until all training is completed.

Passenger Assistance

Assistance Guidelines for Elderly & Disabled Passengers (AGEDP) is our in-house training program that includes classroom lecture, discussion, learning material relevant to passenger assistance, and a hands-on practice applying classroom knowledge to practical situations. This training program covers characteristics of major disabling conditions, assistive devices, vehicle boarding procedures, vehicle condition and operation, emergency procedures and basic vehicle and lift maintenance. The session also covers the requirements for fixed-route drivers under the Americans with Disabilities Act such as calling out stops.

Sensitivity Training

Sensitivity training is part of our AGEDP training and teaches drivers proper terminology such as persons with disabilities rather than handicapped people, power chair rather than electric chair, and hearing and speech impaired rather than deaf and dumb. While we realize that most of these are outdated terms that we are teaching alternatives to, we want to reinforce that they are properly noted by our drivers and staff. Further, the trainee learns about the different types of disabilities including auditory, speech, behavioral, physical, and mental.

The role-playing session is often the most memorable part of sensitivity training. Examples of role-playing include walking while being blindfolded, using a wheelchair in boarding, deboarding and while riding the vehicle, and communicating without using the voice.

Defensive Driving

Ventura Transit System teaches the Smith System of Defensive Driving which is a nationally recognized safety program. It is easy to remember and use in daily driving since it constantly reinforces the five major rules:

- 1) Aim High
- 2) Get the Big Picture
- 3) Leave Yourself an Out
- 4) Make Sure They See You
- 5) Keep Your Eyes Moving



Ventura Transit System drivers are required to complete annual defensive-driving training.

Passenger Relations

We teach our drivers positive behavior towards passengers, as well as positive work attitudes. Trainees are taught proper methods in handling various passenger issues. We develop a driver's awareness to understand that they inherently have the basic skills required to create good passenger relations. Drivers team the key is showing courtesy and respect to every person with whom they come in contact.

Passenger Incidents

We instruct drivers to effectively address conflicts or problems that may arise. We specifically address four categories of passenger incidents:

- Passenger issues including fare evasion or smoking on the vehicle
- Abusive and harassing passengers
- Passenger illness or injury
- Vehicle damage, such as vandalism

City Specific Training

We will work with City staff to build upon the training components that teach our employees about the connecting transportation systems and opportunities for passenger transfer to those systems as part of Ventura Transit System's training program. We will also continue to provide training in City policies, procedures and record-keeping requirements as well as national, state, and local laws and regulations. Drivers are trained to administer on-board surveys, route information, and distribute marketing materials as needed.

Fares

In this session, extensive instruction of the City fare structure is covered. Ventura Transit is aware that the City is responsible for selling annual passes and or individual tickets to the public. The drivers must verify that every passenger presents a pass and or a shuttle ticket at the time of boarding the buses. The

drivers shall not accept money as a form payment for the fare. All specifics relating to fare passes will be covered in this portion of the training.

Behind-the- Wheel Training

As a new driver is trained, they go on the road with a Behind-the-Wheel Trainer who teaches the basics of defensive driving classroom training, vehicle handling, and behind the wheel training to each driver. The trainee also learns proper loading and unloading procedures, proper securement and restraint procedures, paperwork requirements, and service area characteristics.

Cadet Training

As a final step prior to being certified to provide revenue service, the new driver completes their training with an experienced driver. Cadet training serves as a training reinforcement tool and is a transition from the training environment to the real world of operations.

Driver Evaluations

Annually, we require all full- time and part-time drivers to receive defensive-driving refresher training in which the Smith System 5-Keys of Space Cushion Driving is used. This program stresses defensive, decisive, and dependable driving techniques.

Drivers are required to attend monthly safety meetings, which highlight various defensive-driving techniques. All drivers must complete a ride- along evaluation every 12 months, and unobserved evaluations occur frequently.

Accident Retraining

Accident evaluations occur any time a driver has an accident in which they failed to do everything possible to prevent the accident or when it is determined that the driver requires retraining because of the circumstances of the accident. Our retraining is based on a minimum of two hours: one hour is spent in the classroom, and one hour is spent behind the wheel of the bus. Retraining hours may be increased depending on the severity of the accident and the type of retraining required. The evaluation focuses on determining the cause and contributing factors. We then specifically correct any noted contributing factor in our refresher and retraining program. Ventura Transit System Certified trainers, for both the classroom and behind the wheel, conduct accident retraining.

Retraining Success Measurement

The success of the retraining program is measured by performance standards. Ride checks, unobserved driving practices, and passenger comments, and no additional accidents measure the effectiveness of refresher training. Ventura Transit System will not accept unsafe driving or working practices. A safe service delivery is a vital part of our primary objective.

Recurrent Safety Strategy:

All hired fleet drivers are required to participate in four (4) full days of supervised on-the-road training prior to being allowed to begin to provide service for Ventura Transit System. This training helps to familiarize our fleet drivers with the service route regional area, and helps them to attain a sound

working knowledge of our company procedures. This training includes but is not limited to: vehicle fueling, driver and passenger safety, handicapped/wheelchair/special needs customer assistance, map reading, ridership reporting requirements, personal appearance, public and customer/client relations, emergency procedures, and many other aspects involved in providing superior paratransit and fixed route services throughout the City of Calabasas community.

First Aid / CPR Course Training

Ventura Transit System has contracted with the local American Red Cross to provide these courses to all hired fleet drivers.



Supervisory

Ventura Transit System management training consists of 5 days or more of important managerial issues. The purpose of the Management Training Program is to identify key management responsibilities and departmental resources. Each manager is instructed to bring a positive attitude and a willingness to learn. We provide a folder to collect handouts and resource materials received during training sessions. Our front-line supervisors also receive onsite training which takes approximately three days.

Ventura Transit System encourages partnership with the City, and welcomes staff members that have any specific input regarding training. Ventura Transit System consistently works towards our common goal of customer satisfaction.

Dispatcher

Our dispatcher is taught that their main function is to coordinate the system, communicate with the public, communicate with the drivers, and maintain accurate records. A dispatcher is the key to providing a safe and efficient transportation system. Their job is complex and fast paced.

Our dispatchers will learn to speak with drivers clearly and accurately. Proper radio etiquette is emphasized while interacting with drivers. They need to be able to relay information to drivers about any routing or schedule changes. Dispatchers are the driver's life line during an emergency. In the event of an accident, the drivers are instructed to call the dispatcher immediately. The dispatcher will keep accurate information and dispatch whatever services are needed to maintain service, and will work closely with Management and Maintenance staff to ensure any disruptions are kept to a minimum. Dispatchers are taught effective management skills regarding their responsibilities.

Ventura Transit System will make every effort to retain current employees of the current Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract in accordance with CA Labor Code 1070.

Uniform Standards

Operators shall be in uniform at all times while in service or otherwise on duty. Ventura Transit System will provide Operator uniforms to our employees, and will be responsible to ensure that Operators wear these uniforms and maintain a neat and clean appearance while on duty.

Ventura Transit System will develop a dress code that will be subject to City approval. Dress code will include, at a minimum, both shirt/blouse and slacks (standardized dress shorts permitted with City prior approval). Drivers shall wear name tags clearly displaying their names at all times while performing their duties. Uniforms shall clearly display (separately) both the name of the contracting firm and name of the transit service. Each driver shall have an accurate timepiece available and in clear sight at all times during vehicle operations. The dress code shall include shoes that shall be solid, plain-toe military style oxford. Low-cut and high-top tennis shoes are not permissible. Suede shoes, sandals, cleated, or open-toe shoes will not be permitted. Consideration for safety must be applied to all dress code elements.

Customer Service Sensitivity / Empathy Training

Ventura Transit System provides all its fleet drivers and office management personnel with Customer Service Sensitivity/Empathy Training. Any and all employees of Ventura Transit System not only undergo this training but must present and sustain a positive attitude throughout his or her tenure with our company. This training is not only a dedicated section of our Training Hours, but also reinforced in each of the sections of the training schedule, and additionally emphasized in ongoing trainings.

All employees must possess a fundamental working knowledge and understanding of these qualities. It is imperative in our client-oriented industry that we continue to provide and up-grade this training especially for those customers with mobility limitations and special needs.

Employee Performance Evaluations

We feel that it is important to continually work with our drivers and staff to maintain the highest possible standards and conduct regular performance evaluations. Our evaluations policies are as follows:

- Full-time company employees will receive thorough evaluations twice a year, with part-time employees being evaluated once per year. Employee re-evaluations will take place on an as needed basis for those who have been redressed by the company for failing to uphold company standards and policy.
- Regular wage increases in line with positive company and personal goal-oriented performance will attract and retain the high caliber of employees necessary to successfully manage and operate the proposed contract.

e. Administration and Operational Resources

Ventura Transit System, in conjunction with City staff, will continually refine our training component to instruct our dispatchers and vehicle operators of all fixed route policies and procedures. The City can be assured that our General Manager, Andre Galvan, will meet with City staff on a monthly basis and more frequently, as needed. Management staff is also available by phone and e-mail at all times.

The Administrative staff will consist of the staff members listed in the chart listed in Section 1.3, with the descriptions of each position containing the reporting staff for each managerial position.

f. Customer Service and Complaints

If a complaint is received from a passenger, our dispatch management team will file an incident report with the City and will work quickly to resolve any and all issues, and will meet all the City requirements and will comply with all the rules and regulations of the contract.

If a complaint is filed with the City of Calabasas, once The City emails the customer correspondence to us we will make at least three documented attempts to contact each customer filing a complaint within five calendar days in order to discuss the complaint and resolution if any. Ventura Transit System will also provide the complaint resolution to the City via the agreed upon communication protocol no later than five calendar days from receipt of the information.

Our management team will meet with the City staff to discuss complaints, service issues, and suggestions on a regular basis. The Administrative Manager will keep a record off all complaints received, and will work with the General Manager and Operations Manager to ensure that all complaints are properly addressed as well as reported.

g. Safety

Strict vehicle maintenance is paramount to any safety transportation safety plan. Our staff of certified mechanics, under a comprehensive full service maintenance program, will continuously service all fleet vehicles. In any transportation program, maintenance and vehicle safety is of utmost concern. All fleet drivers will be required to inspect their vehicles daily and to complete a daily vehicle inspection checklist sheet before operating the vehicle. Should a mechanical problem be found during this regular inspection, whereby any fleet driver should find a mechanical defect that he or she deems would make the vehicle unsafe to operate, the vehicle will be pulled from service until which time the mechanical problem has been safely and completely corrected. Ventura Transit System’s existing operations managers will refer to specific procedures outlined in the CHP Administrative Manual, which we use as our industry standard and will be required for use by every fleet operations driver. Therefore, should any maintenance problem occur during any point of service which may jeopardize the safety of the vehicle, the driver, or the client, the fleet driver will be is required to take his or her vehicle out of service for repair immediately. Ventura Transit System maintains a stringent disciplinary procedures and penalties policy for any fleet driver not adhering to company rules and regulations. Included in this



proposal you will find the preventive maintenance schedule under which all fleet vehicles are regularly maintained.

Fire Suppression Equipment

Ventura Transit System maintains regular certifications as required for fire extinguishers and fire suppression equipment installed on the Revenue Vehicles.

Preventive Maintenance Schedule

The following represents a service schedule for company fleet vehicle service to be performed in conjunction with all existing vehicle manufacturer recommended service contracts:

Service Frequency

- Oil Change every 6,000 miles.
- Lube (Chassis & Bearings) every 6,000 miles.
- Transmission Service every 12,000 miles.
- Air Filter inspections every 6,000 miles.
- Brake Inspections every 6,000 miles.
- Wheel Alignment and Steering component Inspections every 6,000 miles.
- Hoses and Belts check every 6,000 miles.
- Shock Inspections every 6,000 miles.
- Electrical System inspections every 6,000 miles.
- Air Conditioning/Heating Inspections every 6,000 miles.
- Daily Tire Inspections, with regular required tire rotations every 60 days.



We utilize a preventive maintenance inspection system founded on progressive mileage and days. For example, Ventura Transit System often performs Critical Item Inspections every forty-five days or 3,000 miles, whichever comes first, and major inspections occur on mileage and time parameters based on the specific fleet and RFP requirements.

Tire tread depth is monitored. Ventura Transit System's tire replacement policy states that no front tires are to be operated with less than 5/32 of tread and no rear tires are to be operated with less than 3/32 of tread. This standard exceeds the DOT's specifications of 4/32 for front and 2/32 for back tires. To ensure proper wheel changes and maintenance, Ventura Transit System requires that all installation personnel, including outside shops, follow the Ventura Transit System Wheel Installation Procedure without fail or exception. All wheels must be torqued to OEM specifications after installation on the vehicle.

In addition, fluid changes occur during preventive maintenance inspections. An engine oil and filter change occurs at the 6,000-mile interval or manufacturer recommendation and the transmission fluid and filter change interval is scheduled on manufacturer recommendations, and antifreeze is tested for proper DCA levels at the 24,000-mile interval.

Wheelchair lifts are also thoroughly checked as part of preventive maintenance. We maintain wheelchair lifts in-house. As with all other vehicle components, Ventura Transit System mechanics must be knowledgeable of specific lift maintenance procedures and may receive training provided by the wheelchair lift manufacturer. Our lift inspection procedures are included on our preventive maintenance form and are typically progressive in scope.

It is our Maintenance Manager's responsibility to properly schedule these preventive maintenance inspections and to ensure that they occur in a timely order.

In order to properly schedule these services, we require our maintenance shop to maintain a vehicle preventive maintenance status schedule. Here, the vehicle number, mileage that is updated daily from the DVIR form or fuel sheet, and the mileage and type of next preventive maintenance inspection service due is tracked.

The Inspection and Preventive Maintenance form is maintained in the vehicle file for the entire life of the vehicle.

Each week our Maintenance Manager presents a written report to the Operations Manager. This report reflects the activities of the maintenance department and keeps management informed regarding compliance with scheduled preventive maintenance activities as well as breakdowns, service calls, the amount of labor used, and parts purchased. This report helps our Operations Manager take prompt action should the scheduled maintenance fall behind.

Air Conditioning

Ventura Transit System has extensive experience in operating and maintaining air conditioning systems. The following outline highlights our preventive maintenance program for air conditioners. During periods with high temperatures, certain items may be scheduled for more frequent maintenance based on equipment performance experience.

3,000 miles:

- Inspect drive compressor belt for proper wear/tension
- Replace return air filter
- Conduct system performance checks.

6,000 miles:

Check all of the above as well as:

- Analyze system for proper operation
- Monitor oil level
- Inspect system control thermometer Check all wiring and connections
- Monitor blowers for proper operation
- Inspect evaporator and condenser cores, clean if needed
- Check sight glass for proper refrigerant fill Check all lines.

24,000 miles:

Check all of the above as well as:



- Change filter dryer as required and as specified by the manufacturer
- Clean cores
- Check both condenser and evaporator motors for proper operation
- Torque component mounting bolts
- Check water control valve for proper operation.

Daily Servicing Procedures

In order to ensure that proper maintenance is completed, the following procedures are conducted daily:

Fueling — Fueling is completed at the end of each operational day. Detailed records of fuel and oil consumption are recorded and monitored. These forms are also used for reconciliation of total amounts of fuel used.

Tire Pressure — In order to maximize tire life and to provide a safety check in addition to pre-trip inspections, tire inflation is checked by our utility person at least once per week. Improper inflation pressures are corrected immediately. Air pressure is also checked during the preventive maintenance inspection.

Body Damage - Both our driver (daily with the pre-trip inspection) and utility person are required to identify body damage. Body damage is immediately corrected.

Post-trip inspection — At the end of each day, our driver is required to complete a post-trip inspection. This inspection includes the daily cleaning specified below, closing and securing all doors and windows, shutting down the radio and performing a walk-around inspection to check for any exterior damage and exterior cleanliness.

Vehicle Repairs

In addition to the preventive maintenance inspection program, all other necessary repair work is performed as needed. This includes all body repair, mechanical work, air conditioning maintenance, wheelchair lift repairs, and engine as well as transmission overhauls. Vehicle repairs are completed using the highest quality parts available. Ventura Transit System participates in a number of national account parts programs, which allows us significant savings.

Each vehicle has a maintenance file. Included in the file are all preventive maintenance inspection forms, repair orders, warranty work, and DVIR forms. This provides us with an ongoing history of all maintenance work performed and parts usage per vehicle.

Road breakdowns are kept at a minimum but can occur at any time. We use the services of local towing specialists.

Ventura Transit System will be responsible for dispatching a replacement bus within 10 minutes in the event a vehicle deployed for or in revenue service becomes disabled due to mechanical breakdown or accident. If the delay of service is 20 minutes or longer, Ventura Transit shall notify the City's Transit Manager via the agreed upon communication protocol.

Vehicle Repairs

As required by California Code of Regulations 13 (13 CCR), Ventura Transit System shall maintain a current vehicle file in chronological order. At a minimum, the following information will be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports
- Contractor's Defect Report (Pre-operation and Maintenance Record cards)
- Report of Trouble
- Quality Assurance Inspection Reports
- CHP Terminal Inspection Reports
- Vehicle Smoke Emissions records

All maintenance work orders and report files shall become a permanent part of the contract file. Records shall be made available to the City or its representative, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of records shall remain on file at all times at Ventura Transit's local facility. Contractor shall provide the original copies to the City at the termination of the Agreement. The Administrative Manager will be in charge of file retention, and will work closely with the Maintenance Manager to ensure that all files are kept up-to-date.

Ventura Transit System Safety Program — Comprehensive employment eligibility requirements for positions that require driving or maintaining Ventura Transit System's passenger service vehicles are outlined in Ventura Transit System's Safety Program. Individuals must meet the company's high standards for employment, training, vehicle safety, and record keeping outlined in the safety program. Ventura Transit System developed the safety program to help all employees live by our most important key success factor: Focusing on Safety. This program continues to be updated to be compliant with the most current state and federal requirements.

Prior to being approved for training, an applicant must complete the thorough Ventura Transit System's Selection Process. Additional strict eligibility requirements include substance abuse testing, checking employment references, DOT Substance Abuse Reference Check, physical exam (after employment offer), background check, criminal record check (CRC), and motor vehicle record (MVR) check. Both CRC and MVR checks are to be maintained accurate and current. This program is designed specifically to monitor the credentials and certifications of all driving personnel to ensure that Ventura Transit System vehicles are operated by persons properly trained and certified. Additionally, in-person audits are required to ensure that the required training is being conducted and properly documented.

Ventura Transit System feels that an integral part of safety is selecting the proper personnel as staff. Our hiring procedures are briefly outlined as follows:

Minimum requirements:

- Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, air brake endorsement, current possession of a Class A or B license, and any other certifications as required by the State of California to operate the services as assigned by the contract.
- Not more than two (2) moving violations in the past five (5) years and no DWI/DUI conviction within the last seven (7) years.
- Demonstrated command of the English language, both oral and written.
- Sensitivity to customer needs.
- Ability to resolve complaints and problems as needed.
- No felony conviction history or conviction for crimes of moral turpitude.
- Must pass Federal Drug and Alcohol Testing regulations
- No applicant will be hired if they are unable to obtain a Vehicles for Developmentally Disabled Persons (VDDP) Pass.

Licensing:

All drivers shall be required to have a valid California Driver's License with the appropriate Class for the vehicle they are assigned. All drivers must also have in their possession at all times when operating a vehicle in the service of the City of Calabasas:

- A valid DMV Medical Examiner's Certificate and
- A valid DMV Bus driver's Certificate.

Ventura Transit System shall be responsible for monitoring all DMV records of employed fleet drivers to ensure their continued qualification and suitability for fixed-route and dial-a-ride vehicle operations.

Medical/Drug Testing:

Ventura Transit System has contracted with the New Era Drug Testing Company, a qualified firm approved by FTA and California PUC. Ventura Transit System shall require pre-employment medical examinations that also include substance abuse testing for all perspective drivers and other safety management employees of the contractor. Any person who has not successfully passed such an examination shall not be permitted to operate a fleet vehicle or to perform any service while under contract with the City of Calabasas. Additionally, Ventura Transit System will continue to implement its actively existing anti-drug program established and in place for its employees under the Drug-Free Workplace Act of 1988. The requirements of this anti-drug program shall and does include, in addition to pre-employment testing:

Substance-abuse testing after a traffic collision and:

- Testing before returning to duty at such time after there has been a documented substance abuse infraction.
- Testing when there is reasonable cause;

- Periodic testing every (2) years upon receipt of the DMV Medical Examiner’s Certificate; and the contractor shall provide certification that the drug free workplace actions are being successfully implemented.

h. Startup and Transition Plan –

Ventura Transit System’s corporate offices and call center are located at 295 Willis Ave STE H4 in Camarillo, and will be utilized for the operations of the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas contract. At this location we have the ability to have an office space that is solely dedicated to the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas where dispatch staff and operators can take and dispatch calls. Our management is located on these premises (with the exception of the Maintenance Manager who works from our Maintenance Facility location). Our 5,175 sq ft state of the art call center has plenty of room for all of our call center and dispatch staff, and has a large conference room that comfortably seats 15 people while also having the technology to host Zoom meetings. Additionally we have a driver meeting area (driver room) where we can have driver trainings and driver meetings.

We will work with the City to utilize the City owned yard on Calabasas Road at the intersection of Calabasas Road and Mureau Road.

Our Maintenance Facility is located at 568 Mulhardt St in Oxnard where we have the ability to maintain more vehicles than are required by the contract, and maintain CNG services. Ventura Transit System’s maintenance facility meets all of the requirements for the maintenance of all vehicles, including CNG vehicles. Our maintenance location is equipped with all the tools, equipment, and spare parts necessary for the maintenance and repair of Revenue and Non-Revenue Vehicles, in accordance with the Agreement.

We will meet with the existing management and drivers to offer them their existing employment, while also running ads job employment websites, and local hiring agencies to secure staff for any remaining open positions. We will meet with the City Staff to collect all pertinent data on all clients prior to the start date of the contract.

Please refer to our Transition Plan for a more detailed summary of the transition, as well as dates.

Hiring Plan Summary

In the event that new and/or replacement professional operators are required Ventura Transit System takes the following necessary steps to ensure only qualified individuals are hired:

A career opportunity is listed on all reputable employment outlets within a 20 mile radius of the City of Calabasas, and highlights preferences to local Calabasas residents. These outlets include but are not limited to:

- Print and Internet Advertising
- Recruitment events by local Department of Labor offices and colleges
- Recruitment partnerships with local non-profit groups



It is our strict policy requirement that all Ventura Transit System drivers have a minimum of the following prior to hire:

- Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, air brake endorsement, current possession of a Class A or B license, and any other certifications as required by the State of California to operate the services as assigned by the contract.
- Not more than two (2) moving violations in the past five (5) years and no DWI/DUI conviction within the last seven (7) years.
- Demonstrated command of the English language, both oral and written.
- Sensitivity to customer needs.
- Ability to resolve complaints and problems as needed.
- No felony conviction history or conviction.
- Must pass Federal Drug and Alcohol Testing regulations
- All Operators must have a current, valid Class B license with Passenger Endorsement, a current Transit Training Certificate (VTT), and Medical Card.
- Verification that all staff has cleared background checks to work with children

Ventura Transit System utilizes Good Hire to obtain all employee criminal background checks, searching national, federal, state, and county databases. A sample report can be provided to the City of Calabasas for review, if necessary.

Licensing:

All drivers shall be required to have a valid California Driver's License with the appropriate Class for the vehicle they are assigned. All drivers must also have in their possession at all times when operating a vehicle in the service of the City of Calabasas:

- All Operators must have a current, valid Class B license with Passenger Endorsement, a current Transit Training Certificate (VTT), and Medical Card.
- In addition, at least one office staff member on duty must have all above licenses and certifications.

Ventura Transit System shall be responsible for monitoring all DMV records of employed fleet drivers to ensure their continued qualification and suitability for fixed-route vehicle operations.

Medical/Drug Testing:

Ventura Transit System has contracted with the New Era Drug Testing Company, a qualified firm approved by FTA and California PUC. Ventura Transit System shall require pre-employment medical examinations that also include substance abuse testing for all perspective drivers and other safety management employees of the contractor. Any person who has not successfully passed such an examination shall not be permitted to operate a fleet vehicle or to perform any service while under contract with the City of Calabasas. Additionally, Ventura Transit System will continue to implement its actively existing anti-drug program established and in place for its employees under the Drug-Free Workplace Act of 1988. The requirements of this anti-drug program shall and does include, in addition to pre-employment testing:

Substance-abuse testing after a traffic collision and:

- Testing before returning to duty at such time after there has been a documented substance abuse infraction.
- Testing when there is reasonable cause;
- Periodic testing every (2) years upon receipt of the DMV Medical Examiner’s Certificate; and the contractor shall provide certification that the drug free workplace actions are being successfully implemented.

Bilingual/Multi-lingual Acuity:

Currently more than 50% of Ventura Transit System staff, including dispatchers/call takers and drivers, are bilingual in English and Spanish. Our bilingual staff must be able to communicate clearly, and read and write in both languages. Ventura Transit System will continue to maintain this standard and will continue to encourage select individuals with these skills to join our team.

Ventura Transit System is a client service oriented business and therefore will continue to respond to the needs of all its customers with professionalism, courtesy, and a high degree of sensitivity. All fleet drivers are required to complete a comprehensive driver training program and to maintain current certificates with our office at all at all times.

Verification that all staff has cleared background checks:

Ventura Transit System utilizes GoodHire to obtain all employee criminal background checks, searching national, federal, state, and county databases. A sample report can be provided to the City of Calabasas for review, if necessary.

Transition Period Timeline

Ventura Transit System Transition Schedule for Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas Contract	
Task	Timeline
Contract Awarded and Agreements Executed	June 2021
Meet with existing operator to prepare for Transition	June 2021
Meet with Existing Staff & Interview Existing Employees	June 10 - June 15
Qualify Existing Staff & Select Existing Employees	June 10 - June 15
Inspection of Vehicles and Assess for Repairs Needed	June 10 - June 15
Advertise for Open Positions & Set Interview Dates	June 11 - June 18
Repairs as Needed	June 11 - June 18
Interview for Open Positions, Qualify Applicants, & Background Checks / H6 Screening	June 13 - June 20
Physical Exams and Drug Screening	June 13 - June 20
Conduct New & Existing Employee Orientations / Issue Uniforms	June 13 - June 20
Final Meetings with existing contractor & Establish Final Schedules for Staff	June 21 - June 25
Mock Shifts with Call Center / Dispatchers, Office Staff	June 21 - June 29
Dry Runs on Routes with Staff	July 6 – July 11
Commencement of Services	August 1, 2021

i. Coordination with City staff –

Ventura Transit System understands that this service is only successful with a high level of coordination, communication and cooperation between the City and Ventura Transit System. Ventura Transit System will continually use its experience to make ongoing recommendations to the City regarding the use its experience to make ongoing recommendations to the City scheduling and operations of the fixed-route and dial-a-ride services.

Ventura Transit System management staff assigned to this contract will always be available (including after hours) via email, direct cell phone, and fax, to the City of Calabasas staff. We would also be available for any meeting schedule that the City would like to implement, as to maintain open communication and to ensure that all City expectations and requirements are being met and exceeded.

Our cost proposal will include all expenses in relationship to providing reliable transportation services for the City of Calabasas. In calculating the proposed hourly rate, our accounting team has carefully examined all expense items and has arrived at the amount listed in the fee schedule, which includes the provisions of Labor Code § 1720 thereby requiring Ventura Transit System to pay the prevailing wage rates for all work performed under the Contract.

3. Implementation Timeline

Ventura Transit System Implementation Schedule for Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas Contract	
Task	Timeline
Contract Awarded and Agreements Executed	June 2021
Meet with existing operator to prepare for Transition	June 2021
Meet with Existing Staff & Interview Existing Employees	June 10 - June 15
Qualify Existing Staff & Select Existing Employees	June 10 - June 15
Inspection of Vehicles and Assess for Repairs Needed	June 10 - June 15
Advertise for Open Positions & Set Interview Dates	June 11 - June 18
Repairs as Needed	June 11 - June 18
Interview for Open Positions, Qualify Applicants, & Background Checks / H6 Screening	June 13 - June 20
Physical Exams and Drug Screening	June 13 - June 20
Conduct New & Existing Employee Orientations / Issue Uniforms	June 13 - June 20
Final Meetings with existing contractor & Establish Final Schedules for Staff	June 21 - June 25
Mock Shifts with Call Center / Dispatchers, Office Staff	June 21 - June 29
Dry Runs on Routes with Staff	July 6 – July 11
Commencement of Services	August 1, 2021

EXHIBIT B
APPROVED FEE SCHEDULE

PROPOSAL COST FORM FOR THE OPERATION AND MAINTENANCE
OF PUBLIC TRANSIT AND TRANSPORTATION SERVICES FOR THE CITY OF CALABASAS

EXHIBIT B



Year	Proposed Rate/ Hourly
1	\$48.50
2	\$50.92
Optional 3 Year Extension	
3	\$53.47
4	\$56.14
5	\$58.95

Our Admin fee will be in addition to the route hours and will be charged at 6 hours daily for the days of service. This is to align with the invoices that you have provided and have been previously billed.

This cost proposal for Ventura Transit System, Inc. to provide professional services for transit operations for The Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas Contract is valid for a minimum period of one hundred twenty (120) days subsequent to the RFP closing date.

Mahmood Babaeian, CEO