

**CITY OF CAPITOLA
SPECIFICATIONS AND AGREEMENT
SUMMER SHUTTLE BUS SERVICE
COMMUNITY BRIDGES**

WHEREAS, the City of Capitola, hereinafter called "City," as a local transit operator, has determined that it is in the best interest of the City and its riding public to utilize a contract with a transportation provider to provide seasonal fixed route transportation services;

WHEREAS, to implement the program, the City developed specifications and solicited proposals from both public and private operators interested in providing such transportation services, and in response to such solicitation of proposals and subsequent contract negotiations, Community Bridges ("Contractor") has been selected to enter into this Agreement with the City to provide fixed route transportation services as hereinafter set forth;

NOW THEREFORE, the parties hereto intending to be legally bound agree and covenant as follows:

I. BASIC AGREEMENT

Contractor hereby covenants and agrees to perform certain fixed route transportation services as hereinafter described, for the benefit of the City and in consideration thereof, the City agrees to provide compensation to the Contractor in accordance with the terms and conditions set forth herein. These services shall be known as "Summer Shuttle Bus Service."

I.1 TERM

The Agreement shall be for one (1) season commencing on the Saturday of Memorial Day weekend and ending on the second Sunday of September. The Agreement may be extended for one (1) additional season upon mutual written consent from the contractor and the City.

I.2 BASIC HOURS OF SERVICE

Contractor shall provide shuttle bus service from 10:00 a.m. to 8:00 p.m. on weekends (Saturday and Sunday) and holidays starting on Memorial Day weekend each year and continuing through the second weekend in September; holidays include Memorial Day, Juneteenth, 4th of July, and Labor Day. The City reserves the right to change the days and hours of service with 30 days' written notice to the Contractor (390 est. total hours per year).

I.3 ART & WINE FESTIVAL

Contractor shall provide shuttle bus service for the Art & Wine Festival (festival date varies, usually in mid-September). The shuttle service hours will be from Saturday 9:30 a.m. to 8:00 p.m. and Sunday 9:30 a.m. to 7:00 p.m. (60 est. total hours). Contractor shall supply 3 shuttle buses on both days of the festival.

I.4 TEMPORARY CHANGES IN HOURS OF SERVICE

For special events like the Capitola Car Show, Wharf-to-Wharf Race, Capitola Beach Festival and the Art and Wine Festival, which are held during the summer months in Capitola Village, temporary changes in the hours of operation and route will be necessary. These changes usually take the form of either delays in the start of service or the extension of service beyond the basic hours of service. Route changes can also be anticipated during these events. The City shall

determine the hours of service necessary for any special events and notify Contractor in advance of any changes. Contractor shall not receive any additional compensation due to these changes and will only be paid at the unit contract price (described in Section II.2) for actual hours of service provided.

I.5 NUMBER OF SHUTTLE BUSES

Contractor shall supply the number of shuttle buses requested by City. A minimum of one (1) shuttle shall operate every day specified in the Basic Hours of Service. The City reserves the right to request additional shuttle operations based on demand. The City may require up to three (3) total shuttle buses for Basic Hours of Service.

Contractor shall supply an additional two (2) shuttle buses for the Art and Wine Festival. Compensation shall be based on the total number of service hours provided by each individual shuttle bus.

The Parties understand and agree that the maximum number of shuttles in Contractor's fleet that meet the shuttle-type specifications in Section 1.6 is five (5) shuttles. Therefore, the number of shuttles available per day is a maximum of five (5) shuttles. In the unlikely event that one of these five (5) shuttles is unavailable due to damage or mechanical issues, Contractor will make a good faith effort to substitute with a replacement shuttle that meets as many of the criteria section 1.6 as possible. The maximum number of shuttles provided per day shall not exceed a total of five (5) unless agreed to in writing by both Parties.

I.6 TYPE OF SHUTTLE

Contractor shall provide a sufficient number of shuttle buses that seat a minimum of sixteen (16) riders each and one wheelchair space. Contractor must have at least one dedicated spare bus to be used as a stand-by shuttle bus. All shuttle buses used must first be approved and accepted by the City before placed in service.

At the City's option and expense, the City may choose to apply decals or skins to increase the visibility of the shuttle bus. The City and Contractor will cooperate to select the vendor and to negotiate the cost of decals and skins with the selected vendor. Such decals must be temporary and able to be removed and reapplied so that Contractor may use the shuttle without obstructing its own decals during times that the shuttle is not being used for the City under this contract.

In addition, some of Contractor's shuttles currently have paid advertising on them which Contractor is contractually obligated to maintain. The Parties agree that the advertising does not need to be removed for the purposes of this contract. There is no advertising inside the shuttles and Contractor will not add any during the term of this contract.

I.7 ROUTES

The shuttle routes will be determined by the City. The primary route is a Beach Shuttle Route as shown on Attachment 1. This route may be modified by the City with advance notice to the Contractor. The Contractor may make variances in the shuttle route due to local traffic conditions if all designated stops are serviced. The City may designate temporary changes in the route to accommodate local road closures that may occur during special events in Capitola Village or other conditions shown on Attachment 2.

During the Art & Wine Festival the Contractor will provide shuttle buses on the route as shown on Attachment 3.

I.8 FARES

Contractor will not charge fares.

I.9 SIGNAGE

Each shuttle bus must display two signs, both located on the sides of the vehicle. Each sign shall measure 72" x 24", reading "Capitola Shuttle" in 12" minimum lettering. The Contractor is responsible for preparing sign design options and submitting them to the City for review. The City will select and approve the final design prior to fabrication.

I.10 RIDERSHIP COUNTS

Driver shall count and maintain a daily account record of all passengers serviced. Counts shall be tabulated and provided to City on a weekly basis, on a form provided by the City shown on Attachment 4.

II. ADMINISTRATION

II.1 BILLING

The Contractor will invoice the City on a monthly basis. Invoices must be accompanied by an itemized list of days that service was provided and hours of service. Overtime, or hours of operation beyond the basic amount, without prior approval of the City will not be paid.

Invoices for payment shall be so marked, include a reference to this Agreement purchase order number and shall be consecutively numbered and forwarded to: ap@ci.capitola.ca.us

Following preliminary verification of the invoice, the City will pay the Contractor within 30 days of receipt of the invoice.

II.2 TERMS OF COMPENSATION

The City shall pay to the Contractor:

\$198.00 per Basic Hour Service.

\$198.00 per hour of service for the Food and Wine Festival.

Compensation shall not exceed \$89,100.00 per year, except as authorized in writing by the Director of Public Works.

Contractor will be entitled to an annual rate adjustment as described in Section VIII.22.

II.3 AUDIT

Contractor agrees to permit the City and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, Contractor's records pertaining to matters covered by this Agreement. Contractor agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) years following the terms of this Agreement.

Any overpayment uncovered in such an audit may be charges against the Contractor's future invoices. The City may withhold payment for services it believes were improper, failed to meet service specifications or are otherwise questionable. Contractor will not bill or be paid for unserved trips.

II.4 DRIVER AND PASSENGER CONDUCT STANDARDS

Drivers shall comply with and enforce the following conduct standards:

- Drivers shall maintain a courteous and cooperative attitude in their contact with the public.
- Drivers shall only provide accurate and correct information to customers.
- Each driver shall carry a timepiece accurate to within one minute, reset to the exact time prior to beginning any route.
- Drivers and passengers shall not smoke on board or near the shuttle buses.
- Drivers and passengers shall not vape on board or near the shuttle buses.
- Drivers and passengers shall not expectorate on or near the shuttle buses.

- There shall be no operation of audio devices by drivers or passengers, with the exception that headphone systems are allowed to be played by passengers.
- Drivers shall not use communication devices of any kind, including cellular telephones or Bluetooth headsets, for any purpose while driving or attending to passengers. These devices shall only be used while the driver is stopped at a designated bus stop or other safe location.
- Shoes and shirts shall be required to be worn by all passengers.
- No eating or drinking shall be allowed on board the shuttle buses.
- Driving while under the influence of drugs and /or alcohol is prohibited.

The Contractor shall exclude any driver whose behavior violates this Agreement.

II.5 INCLEMENT WEATHER POLICY

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of riders and drivers, the Contractor shall immediately notify the City to that effect. The Contractor shall assume responsibility for making a best faith attempt to contact any riders who may be at intermediate destinations and shall endeavor to provide such transport if safety and prudence permit.

II.6 COMPLAINTS

The Contractor is required to respond verbally or in writing to all rider complaints received from the City or individual riders. The Contractor is required to notify the City of any corrective action that was taken to ensure that the cause of any valid complaint will be eliminated. All written responses must be signed or cosigned by the person a complaint is against. If the City requests a written response to a complaint the Contractor must respond in writing within 14 calendar days.

The City will not ask the Contractor to investigate complaints by riders about on-time performance when the actual pick up and/or drop-off time for trips is reported to be within 10 minutes from the scheduled time.

II.7 CONFIDENTIALITY OF CLIENT INFORMATION

Any and all information regarding any individual person served by the City is strictly confidential. It shall not be released to any party in any form without the authorization of the individual and/or the agency sponsoring the individual's transportation.

II.8 ADVERTISING

During operational hours while performing this contract only, the Contractor shall display shuttle information for the public provided by the City in all shuttle buses in operation for this contract while such shuttles are in use for this contract..

The Contractor may not sell advertising within the shuttle bus without the City's prior written approval other than under the terms set forth in Section I.6.for advertising currently on certain shuttle buses.

III. PERSONNEL

III.1 PERSONNEL

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees and contractors performing work described by Agreement or any reasonable performance standard established by the City. The Contractor shall be solely responsible for payment of all employee, contractor and/or subcontractor wages and benefits. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The City shall have the right to demand removal from the program, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to, and consent by the City remove or re-assign any key management personnel identified in its proposal (e.g. Program manager) at any time prior to or after execution of the Agreement.

III.2 KEY EMPLOYEE

The Contractor must employ an individual whose major duties include the direction of services performed for the City. This key employee will be required to successfully complete all sensitivity training for both drivers and office personnel and all program, office and automation training, and must have decision-making powers for the Contractor. The key employee will be required to attend such meetings as are required by the City, provided that 48-hour notice is given. If the key employee is unable to attend a given meeting, another person vested with decision-making powers must attend.

III.3 OFFICE PERSONNEL AND PROCEDURES

The Contractor shall supply a sufficient number of employees to staff the office at all required times. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood. Sufficient office staff must have dispatch capabilities. Each of the Contractor's non-driving employees who have direct day-to-day interaction with the public will be required to attend a one-day sensitivity training program approved by the City. Personnel with dispatch capabilities will staff the Contractor's office from at least one hour before the first scheduled pick up until at least one hour after the final scheduled drop-off.

III.4 DRIVERS AND DRIVER TRAINING

The Contractor shall supply a sufficient number of properly qualified personnel to operate the shuttle buses and to provide the services required. All drivers must complete a driver-training program paid for or provided by the Contractor and must take an annual refresher course.

The driver-training program will consist of the following:

- Behind the wheel defensive driving class. Minimum two days, including classroom instruction.
- Sensitivity training – minimum one-day classroom and one-half day "hands-on", including lift training.

The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The City requires that drivers

receive at least their defensive driver training and the “hands-on” portion of sensitivity training prior to providing any service in this program. All remaining driver training must be completed no more than thirty (30) days after any given driver begins providing service. Refresher training is required for all drivers on an annual basis. More frequent re-training may be required, as necessary.

III.5 MINIMUM DRIVER STANDARDS/DRUG SCREENING/ANNUAL PHYSICAL EXAMINATION

All drivers shall be properly licensed in the State of California to provide this type of service. Contractor shall annually obtain a written record from the State Department of Motor Vehicles for each driver and shall keep that record on file. Contractor shall provide a driver's record to the City upon request. Drivers shall possess a Class “B” Driver's License, with applicable endorsements mandated by the State of California for the type of vehicle operated. All drivers shall comply with all relevant State of California codes and standards. Each operator participating in the program, without exception, must be at least 21 years of age. A driver shall be disqualified from providing shuttle service, if any of the following circumstances exist:

1. The driver has more than three moving violations within the last 36 months.
2. The driver's license has been revoked within the past 5 years.
3. The driver's license has been suspended, revoked or put on probation by the DMV for a cause involving the safe operation of a motor vehicle within the last three years.

Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.

In accordance with Department of Transportation (DOT) requirements, the Contractor shall, at its own expense, assure that all drivers, mechanics and other safety sensitive personnel performing services are free from alcohol misuse and/or the abuse of drugs; including amphetamines, opiates, cocaine, PCP, marijuana and the misuse/abuse of prescription drugs, formulations of amphetamines or derivatives of narcotic drugs, while on the job and/or performing safety sensitive duties. Contractor will require its prospective safety sensitive employees who may be assigned to perform work under this Agreement undergo pre-employment drug testing. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing as required by applicable law. Such drug and alcohol tests will comply with all applicable regulations. If an employee fails a random, post-accident, or probable cause test, Contractor shall inform the City of the failure and of the actions taken within 24-hours of the event.

III.6 PROPER HYGIENE

All operators in the program must practice good hygiene, are required to be neat, clean, and well-groomed and are responsible for the proper care and cleaning of the garments they wear while on duty.

VI. VEHICLES, FACILITY AND MATERIALS

VI.1 VEHICLES

All vehicles must be able to carry a minimum 16 persons, with at least one space designated for wheelchairs.

VI.2 CLEAN EQUIPMENT

All equipment used in the program must be kept clean and be cleaned regularly. If City identifies a vehicle used in service that is not clean, the Contractor shall immediately remove the vehicle from service and replace it with a sufficient vehicle within thirty (30) minutes when requested verbally or in writing by City.

VI.3 RADIO STANDARDS

The Contractor must provide two-way radio communication equipment for every vehicle to be used in provision of service for the City. The Contractor is required to provide the City with its radio frequency number(s) used to communicate/dispatch its vehicles used under this Agreement.

VI.4 REMOVAL OF VEHICLES

The City may order, either verbally or in writing, the immediate removal from service any vehicle that the City determines, in its sole discretion, does not meet the City's vehicle specifications, is unsafe, or not in compliance with any Federal, State, or local laws, inspections or regulations.

VI.5 LAWS, ORDINANCES AND REGULATIONS

It shall be the responsibility of the Contractor to assure that all Federal, State and local laws, regulation, ordinances, licenses, or inspections governing vehicles in this service are complying before service is begun and always covered by the period of this Agreement.

VI.6 APPROVAL BY PUBLIC WORKS DIRECTOR/EXCEPTIONS

Exceptions to any of these requirements shall require prior approval by Public Works Director. Use of any vehicle in the program also requires prior approval of Public Works Director. No exceptions that adversely affect safety will be made. The City will inspect any vehicle for program use approval within 14 working days of the Contractor's request.

VI.7 SAFETY/INSPECTIONS

The Contractor shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The City reserves the right to ensure vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The City may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

VI.8 DAMAGE

Contractor shall repair all damage to vehicles within 30 days of occurrence in a high-quality manner, regardless of cause.

VI.11 SPARE VEHICLES

The Contractor is required to have, at its immediate disposal, at least 1 spare vehicle. Vehicles must be able to carry a minimum of 16 persons and maintained to the previously stated standards. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements.

The Contractor shall make available a back-up vehicle for disabled access. The vehicle shall fully conform to ADA requirements. The back-up vehicle shall be available within 20 minutes of dispatch.

VI.12 HEAD ROOM

Ample head room is to be provided to accommodate tall (6'6") wheelchair passengers during entry and transport.

VI.13 RAILS

Each vehicle shall have stanchions and overhead grab rails for standing passengers.

VI.14 LIFTS

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design. All current safety features are to be incorporated including: stop gate sensitive edges, manual controls, handrails, interlocks to prevent movement and shall be operable only in park. The lift to be used shall have been tested and be capable of safely lifting to 1,000 pounds. If electronic lifts are utilized, they shall also be capable of manual raising and lowering. If lifts are mounted for entry through the rear door of a vehicle, the vehicle must have flashing light signaling capability, mounted near the roof line, to be used during loading and unloading. All lifts must comply with ADA Regulations.

VI.15 AGE

No vehicle shall be more than 10 model years old.

VI.16 WARNING LIGHTS

An audible alarm and external flashing light (hazard warning) shall be incorporated to alert passengers of lift operation. The audible alarm is to sound only during lift motion. The hazard warning lights shall be illuminated whenever power to the lift is turned on.

VI.17 WHEELCHAIR ACCOMMODATIONS

Vehicles must be able to accommodate standard, electric, three-wheelers, (Amigo types), and recent model light alloy wheelchairs.

VI.18 WHEELCHAIR TIE DOWN & SAFETY BELT REQUIREMENT

A wheelchair tie-down system must be in place in all vehicles. The tie-down system must (a) enable the chair and the occupant to be secured independently of each other; (b) not have metal to metal contact of the tie-down mechanism and the chair; and (c) secure the chair at the strongest points of the chair frames, and not at the wheels. All wheelchair restraints must comply with the Americans with Disabilities Act (ADA) regulations.

A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie-down system and must be designed for release by an occupant who can release a standard clasp belt buckle.

VI.19 SEATS

Bench seats utilized for passengers must be equipped with a strap or a pull for balance.

VI.20 DOME LIGHTS

Interior dome lights are required for all vehicles.

VI.21 MANEUVERABILITY

Each vehicle must be able to maneuver in narrow one-way streets.

VI.22 SPARE TIRE

Each vehicle must carry a spare tire, in good condition, and the necessary equipment for removing and mounting a tire.

VI.23 INSPECTIONS REQUIREMENT/STATE OF CALIFORNIA

Each vehicle must pass State of California Department of Transportation inspection required for non-emergency medical transportation livery permits. Current inspection stickers must be displayed by all vehicles.

VI.24 FIRE EXTINGUISHER

Each vehicle must carry a full portable current inspected fire extinguisher.

VI.25 TRANSMISSION REQUIREMENTS

All vehicles shall be equipped with a heavy-duty automatic or manual transmission. The transmission shall be properly mated with the engine furnished. Controls and internal parts shall be adequately designed and adjusted to provide smooth power shift accelerations without damage, and to prevent output torque when the selector lever is in neutral position.

VI.26 AIR CONDITIONING

The vehicle heating and air conditions systems shall be designed to provide passenger comfort within the vehicle. Both heated and air-conditioned air shall be evenly distributed in the vehicle interior. Blowers shall be of sufficient size to evenly distribute air without creating drafts or blowing excessively on the passengers. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate.

VI.27 MIRRORS

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear-view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

VI.28 ROOF STRENGTH

The vehicle roof strength must be such that the likelihood of roof collapse in a rollover accident is minimized.

VI.29 FACILITIES

Contractor shall provide suitable facilities with which to operate the service. This includes maintenance and storage facilities. All furnishings, equipment and supplies are the responsibility of the Contractor.

VI.30 FUELS AND MATERIALS

All fuels, lubricant, parts, materials, etc. required for the performance of this Agreement shall be supplied by Contractor. Diesel operated vehicles must employ diesel particulate filters and utilize lower sulfur diesel fuel.

VI.31 SAFETY EQUIPMENT

Each vehicle shall be equipped with safety equipment that meets California Highway Patrol standards.

VI.32 AIR EMISSIONS STANDARDS

Contractor is responsible for ensuring that all vehicles meet the applicable California Air Resources Board and Air Quality Management District air emissions standards for public transit fleets at all times.

VII. INSURANCE AND BONDS

VII.1 INSURANCE

The Contractor shall be required to carry insurance (and furnish proof thereof) to the following minimum limits:

a) Worker's Compensation

Coverage A – Statutory

b) Comprehensive General Liability (Including Contractual Liability and Independent Contractors)

Bodily Injury Liability:

Each Person \$2,000,000.00

Each Accident \$2,000,000.00

Property Damage Liability:

Each Accident \$2,000,000.00

c) Automobile Liability

Bodily Injury Liability:

Each Person \$2,000,000.00

Each Accident \$2,000,000.00

Property Damage Liability:

Each Accident \$2,000,000.00
Or \$2,000,000.00 Combined Single Limit

All deductible payments are responsibility of Contractor. The City shall be named as additionally insured on all liability policies. All accidents must be reported to the City within 24 hours of the occurrence.

Contractor agrees that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the City has received written notice from the Contractor of such cancellation or reduction by certified mail.

The Contractor will provide the City documentation proving insurance coverage, in a form approved by the City within 30 days of notice of contract award or 10 days before commencing transportation services, whichever occurs first.

VII.2 CLAIMS

If, as a result of any operation performed under this Agreement, a claim is made against the City or the Contractor, the Contractor must verbally notify the City within 48 hours. Contractor must submit a written verification and analysis of such claim to the City within 14 calendar days. The

City shall notify the Contractor of any claims reported directly to the City within 48 hours of receipt of the claim.

VII.3 ACCIDENTS

All passengers and vehicle related accidents involving any property damage or personal injury resulting from service provided under this agreement must be verbally reported, immediately, and verified, in writing, to the City with a complete report on the incident, including any forms provided by the City for the purpose, within 24 hours of the occurrence. The City shall notify the Contractor of any accident reported directly to the City within 24-hour notice of the accident.

VII.4 PERFORMANCE BOND

Bonding requirements have been waived for this project.

VIII. ADDITIONAL AGREEMENT TERMS AND CONDITIONS

VIII.1 CANCELLATION OF AGREEMENT

a) If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City may terminate this Agreement immediately upon written notice of termination. Notice of such cancellation will be given with enough time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.

b) The City may terminate this Agreement without cause by giving thirty (30) day prior written notice thereof to Contractor.

The City shall pay Contractor for services satisfactorily performed up to the effective date of termination plus Contractor's reasonable close-out costs which shall not exceed 2% of the annual contract costs. Contractor shall submit to the City detailed invoices with the close-out costs and City shall pay those it deems reasonable. The City has no obligation to the Contractor, of any kind, after the date of termination.

VIII.2 MODIFICATION OF AGREEMENT

Any increase, reduction, delay, or modification of shuttle service shall be mutually agreed to by the City and Contractor in a writing signed by authorized representatives of both parties.

VIII.3 DISCLAIMER OF LIABILITY

The City will not hold harmless or indemnify the Contractor for any liability whatsoever, except to the extent such liability is caused by City's officers', employees' or agents' sole negligence or willful misconduct.

VIII.4 INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising out of Contractor's performance under this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the City its officers, employees and agents. The acceptance of services under this Agreement by the City shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the termination of this Agreement.

VIII.5 LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of California.

VIII.6 ANTI-DISCRIMINATION CLAUSE

The Contractor shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

VIII.7 LICENSING AND PERMITS

The Contractor shall be appropriately licensed for the work required in the Agreement. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the Agreement.

VIII.8 ASSIGNMENT/TRANSFER OF INTERESTS

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of Contractor under this Agreement without prior written approval of the City, not to be unreasonably withheld.

VIII.9 REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) applicable to the provision of Summer Shuttle Bus Service.

VIII.10 EQUAL OPPORTUNITY

The Contractor will always abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, Executive Order 11375 and as supplemented in Department of Labor Regulations 41CFR Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

VIII.11 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

VIII.12 SAFETY POLICY

The Contractor shall always abide by the Contractor's written safety policy as described in materials submitted during the procurement process for this Agreement and as approved by the City.

VIII.13 INDEPENDENT CONTRACTOR

Under the terms of this Agreement, the Contractor is an independent contractor and has and retains control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than City employees, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all

matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation and all other regulations governing such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this Agreement. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

VIII.14 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the Contractor in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving an such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

VIII.15 INTERPRETATION, JURISDICTION, AND VENUE

This Agreement and other contract documents shall be construed and interpreted solely in accordance with the laws of the State of California. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of California for adjudication of any suit, right or cause of action arising under or in connection with the contract documents.

VIII.16 INSPECTION OF WORK

a) All works (which term through this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall always be subject to inspection and test by the City to the extent practicable and places during the term of the Agreement. All inspections by the City shall be made in such a manner as not to unduly delay the work. The City shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records which pertains to the Contractor's performance under this Agreement. The City shall also have the right to enter Contractor's premises for the purpose of inspecting vehicles owned by the Contractor that are used to provide service under this Agreement.

b) If any work performed hereunder is not in conformity with the requirements of this Agreement, the City shall have the right to require the Contractor to perform the work again in conformity with the requirements of the Agreement at no additional increase in the total contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performance of the work, the City shall have the right to 1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement; and 2) reduce the Agreement price to reflect the reduced value of the work performed. In the event the Contractor fails promptly to perform the work again or to take necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement, the City shall have the right to either a) by contract or otherwise

have the work performed in conformity with the contract requirements and charge to the Contractor any costs to the City that is directly related to the performance of such work, or b) terminate this Agreement for default as provided in the clause of the Agreement entitled "Cancellation of Agreement."

VIII.17 COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall give all notices and comply with all existing and future Federal, State, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Agreement, including, but not limited to, the laws referred to in these provisions of the Agreement and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the City certificates of compliance with all such laws, orders, and regulations.

VIII.18 RESERVED

VIII.19 SUBCONTRACTING

The Contractor shall obtain the City's written consent prior to entering any subcontract affecting the service. The City reserves the right to require certain clauses be placed in any subcontracting agreements affecting the service provided under this Agreement. No subcontractor shall, under any circumstances, relieve the Contractor of their liability and obligation under this Agreement.

VIII.20 AGREEMENT RENEWAL

The City shall notify the Contractor by November 30, 2025 indicating its intent on renewing the Agreement for an additional season. The City and Contractor shall mutually agree to any renewal, and the Contractor shall consent to the renewal by December 31, 2025.

VIII.21 RATE ADJUSTMENTS

The hourly rate will be adjusted annually by the Consumer Price Index (CPI) for San Francisco-Oakland-Hayward for Urban Wage Earners and Clerical Workers, as published by the U.S. Department of Labor, Bureau of Labor Statistics (positive changes only). Additional rate adjustments may be requested by the Contractor with each renewal and must be substantiated with documented cost increases, such as fuel costs. Any request by the Contractor for additional rate increases, above the CPI increase, must be received in writing by the City by December 31st of each year. The City reserves the right to reject the rate increase and may either negotiate with the Contractor or publicly solicit for new proposals.

VIII.22 FORCE MAJEURE

Neither Party shall be liable to the other Party for any losses, expenses, or damages resulting from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to acts of God, fire, flood, explosion, epidemic, war, terrorism, sabotage, strike, or labor dispute. The affected Party shall use reasonable commercial efforts to avoid or remove those causes of non-performance. In the event that either Party is unable to perform its obligations under this Agreement by reason of force majeure, it shall immediately give notice thereof as provided for herein to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made, effective and executed as of the 8th day of May, 2025, by their respective authorized officials.

City of Capitola

Community Bridges

By: _____
Benjamin Goldstein, City Manager

By: _____
Ray Cancino, Chief Executive Officer
Community Bridges

Date: _____

Date: _____

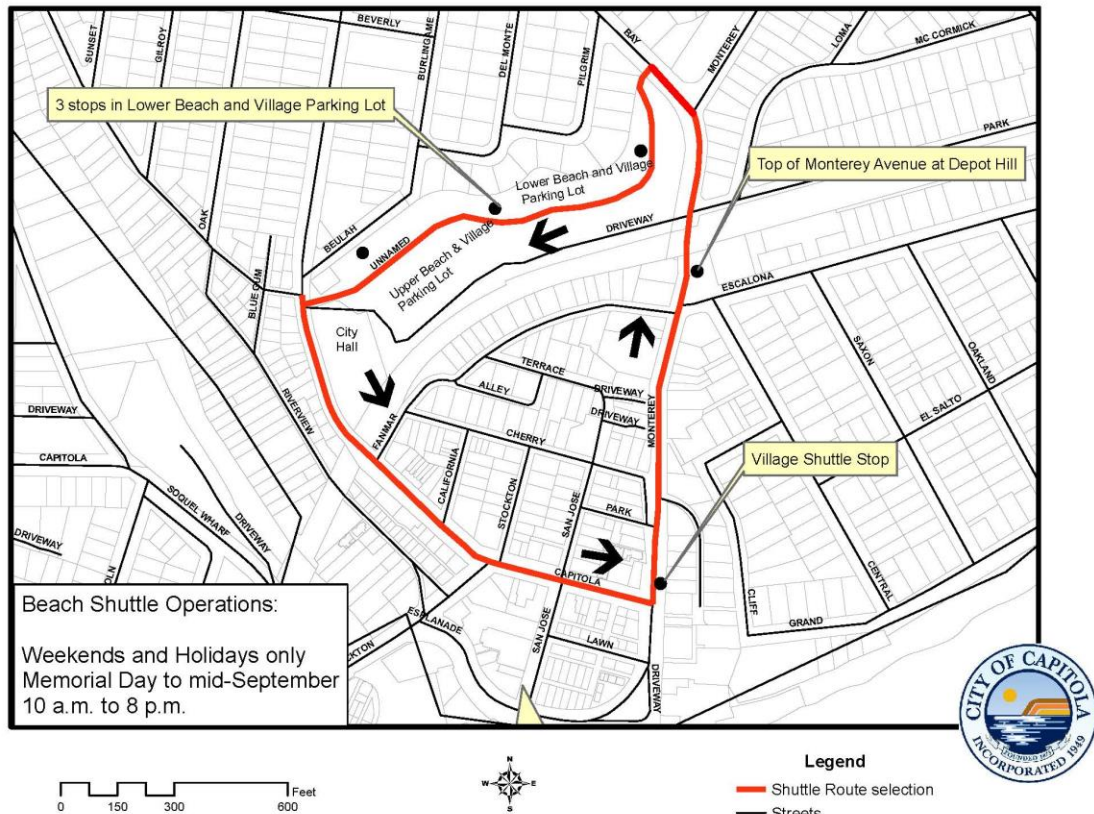
Approved as to form:

By: _____
Samantha Zutler, City Attorney

Date: _____

Attachment 1

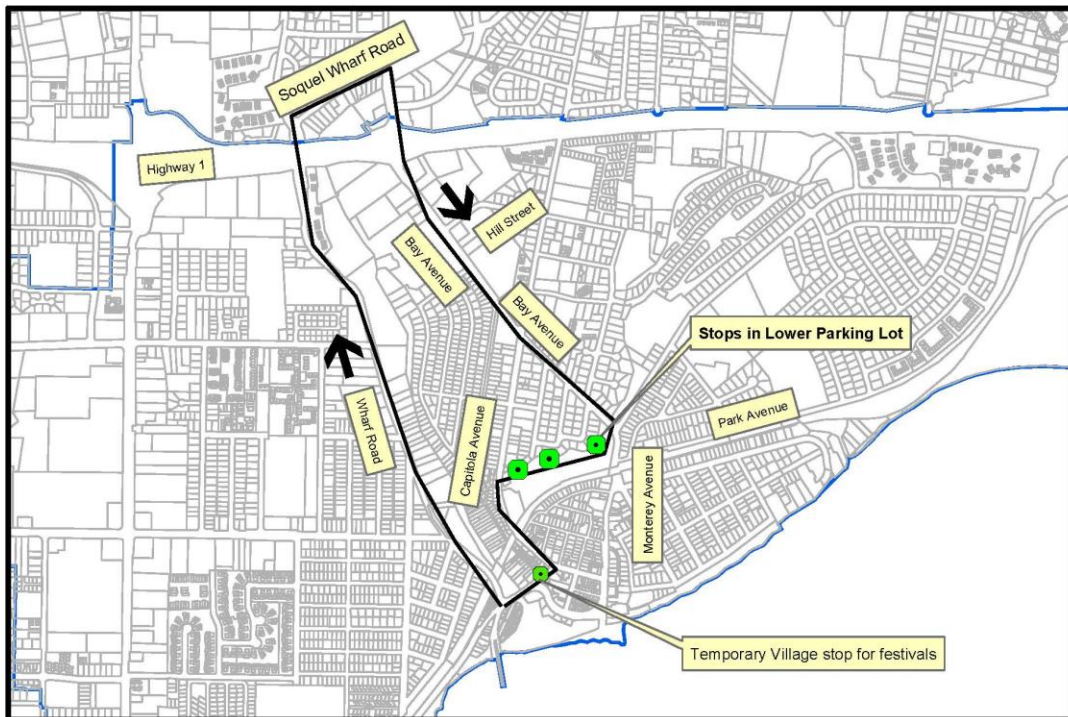
Beach Shuttle Route



Attachment 2

Beach Shuttle - Alternate Route Map

For Use During Festivals Involving Closure of Capitola Avenue



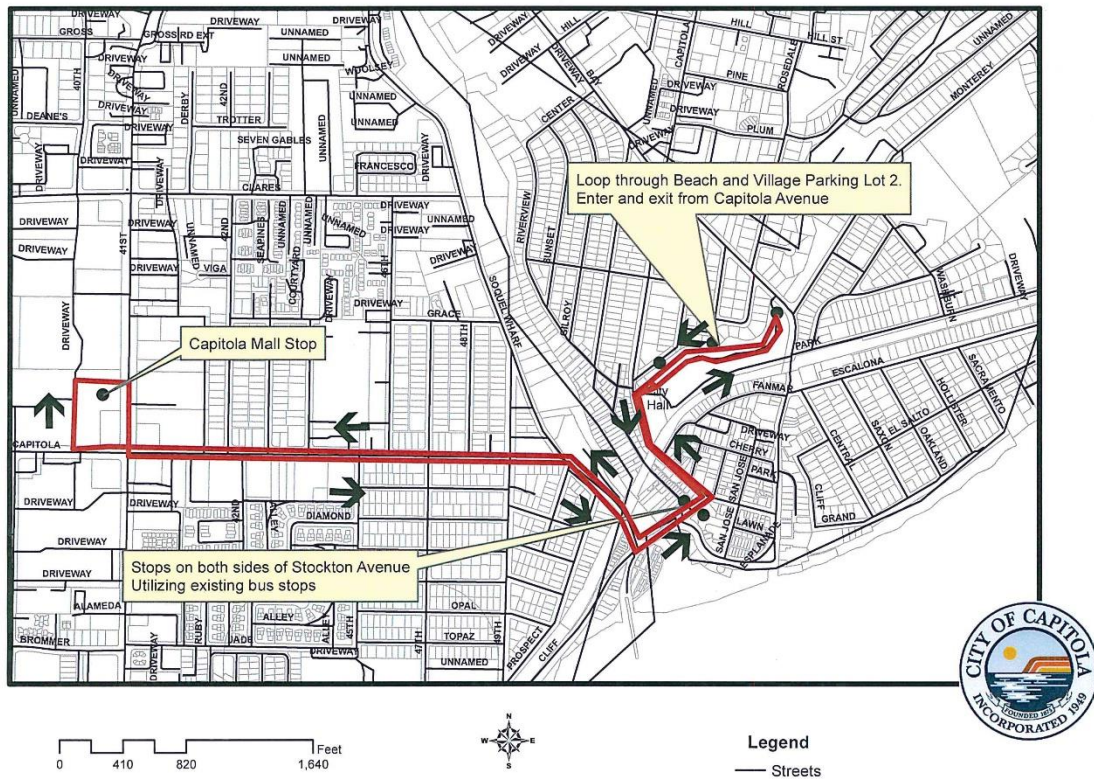
0 0.05 0.1 0.2 Miles



City of Capitola

Attachment 3

Art & Wine Festival Shuttle Route



Attachment 4

Capitola Summer Shuttle Bus Service

10:00 A.M. - 8:00 P.M.

Saturday, Sunday and Holidays

Memorial Day to Mid-September

Driver:

Total # Pick-Ups _____

[illegible][illegible]