

**CITY OF SIGNAL HILL
AND
LONG BEACH TRANSIT
AGREEMENT
FOR
DIAL-A-LIFT
TRANSPORTATION SERVICES**

THIS AGREEMENT FOR DIAL-A-LIFT TRANSPORTATION SERVICES (herein “Agreement”) is made and entered into on July 1, 2025, by and between the CITY OF SIGNAL HILL, a California municipal corporation herein (“City”), GLOBAL PARATRANSIT, INC., a California corporation (“Contractor”) and LONG BEACH PUBLIC TRANSPORTATION, a California non-profit corporation (herein “LBT” or "Long Beach Transit"); collectively, sometimes, referred to herein as the “Parties”.

WHEREAS, LBT has contracted with Contractor to provide service pursuant to LBT agreement No. 15-011 dated July 1, 2015 (the “DAL Agreement”), as amended, for Dial-A-Lift Services to Long Beach, Lakewood and City, which is incorporated by this reference; and

WHEREAS, Contractor pursuant to the DAL Agreement, currently serves disabled residents of City; and

WHEREAS, City desires Contractor to provide services to City pursuant to the DAL Agreement and the conditions and terms hereinafter set forth; and

WHEREAS, Contractor is willing to provide services to City pursuant to the DAL Agreement and in consideration thereof and according to the terms and provisions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

Scope of Services. In compliance with all the terms and conditions of this Agreement, the CONTRACTOR shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. CONTRACTOR warrants that it has the experience, resources and ability to perform all work and services required hereunder and that CONTRACTOR shall diligently perform such work and services in a professional and satisfactory manner.

Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

Licenses, Permits, Fees and Assessments. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. METHOD AND CONDITIONS OF DISBURSEMENTS

Contract Sum. For the services rendered pursuant to this Agreement and the DAL Agreement, LBT shall be reimbursed in accordance with the "Schedule of Reimbursement" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Nine-Thousand Six Hundred Twenty-Six Dollars and Seventy-Five cents (**\$9,626.75**) for fiscal year 2026 ("Contract Sum").

Invoices. Each quarter LBT shall furnish to City an original invoice for all services and work performed and expenses incurred by LBT during the preceding month in a form approved by City's Director of Finance in accordance with the Schedule of Reimbursement attached hereto as Exhibit "B." All invoices shall include Ridership Data and reimbursement rate for the installment period.

City shall independently review each invoice submitted by the LBT to determine whether the work performed, and expenses incurred follow the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by LBT which are disputed by City, City will use its best efforts to cause LBT to be paid within thirty (30) days of receipt of LBT's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to LBT for correction and resubmission.

Additional Services. City may at any time during the terms of this Agreement, without invalidating this Agreement, request of CONTRACTOR additional services beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to the CONTRACTOR and to LBT, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of LBT and CONTRACTOR. Any increase in reimbursement of up to ten percent (10%) of the Contract Sum or in the time to perform of up to one hundred eighty (180) days, must be approved by the Parties. Any greater increases, taken either separately or cumulatively, must be approved by the Parties.

3. TERM OF AGREEMENT

Time of Essence. Time is of the essence in the performance of this Agreement.

Schedule of Performance. CONTRACTOR shall commence the services pursuant to the DAL Agreement and this Agreement upon receipt of a written notice to proceed from LBT and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference.

Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the LBT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if CONTRACTOR, it shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the

enforced delay when and if in the judgment of the Parties such delay is justified. The Parties' determination shall be final and conclusive upon the Parties to this Agreement. In no event shall any of the Parties, and each of them, be entitled to recover damages against the other for any delay in the performance of this Agreement, however caused. The Parties' sole remedy shall be an extension of the Agreement pursuant to this Section.

Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for twelve (12) months commencing on July 1, 2025, and ending on June 30, 2026. When requested by the LBT, extensions to the term specified herein may be approved in writing by the Contract Officer but not exceeding Thirty (30) days cumulatively.

4. COORDINATION OF WORK

Representative of CONTRACTOR. **Reza Nasrollahy, President and CEO of CONTRACTOR,** is authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. All personnel of CONTRACTOR and any authorized agents shall be under the exclusive direction of the representative of CONTRACTOR. CONTRACTOR shall make every reasonable effort to maintain the stability and continuity of CONTRACTOR's staff and subcontractors, and shall keep LBT and City informed of any changes.

Representative of LBT. **Kenneth A. McDonald, President and CEO of the LBT, or his designee,** are hereby designated as being the representatives of LBT authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. All personnel of the LBT and any authorized agents shall be under the exclusive direction of the representative of the LBT.

Contract Officer. **Alison Dobay, Parks, Recreation and Library Services Manager** is hereby designated as the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of the City shall have the right to designate another Contract Officer by providing written notice to the LBT.

Independent Contractor. The City and its employees shall have no control over the manner, mode or means by which CONTRACTOR, its agents or employees, perform the services under this Agreement and the DAL Agreement, except as otherwise set forth. CONTRACTOR shall perform all services required herein as an independent contractor of LBT with only such obligations as are consistent with that role. CONTRACTOR shall not at any time, nor in any manner, represent that it, its employees and agents are agents or employees of the City, or that it is a member of a joint enterprise with the City. LBT shall not at any time, nor in any manner, represent that it, its employees and agents are agents or employees of the City, or that it is a member of a joint enterprise with the City. City shall not at any time, nor in any manner, represent that it, its employees and agents are agents or employees of CONTRACTOR, or that it is a member of a joint enterprise with CONTRACTOR. City shall not at any time, nor in any manner, represent that it, its employees and agents are agents or employees of LBT, or that it is a member of a joint enterprise with LBT.

5. INSURANCE AND INDEMNIFICATION

Insurance. Prior to the beginning of and throughout the duration of the services, CONTRACTOR will maintain insurance as set forth below. CONTRACTOR will use existing coverage to comply with these requirements. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

CONTRACTOR shall provide the following types and amounts of insurance:

(a) Commercial General Liability. CONTRACTOR shall provide Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) general aggregate, or the coverage and minimum limits as required by the California Public Utilities Commission (PUC), whichever is greater.

(b) Worker's Compensation. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the LBT and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the LBT while carrying out the work or services contemplated in this Agreement and the DAL Agreement. Employer's liability limits shall be no less than \$1,000,000 per accident for bodily injury or disease and shall be endorsed to contain a waiver of subrogation against LBT and City.

(c) Automobile Liability. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. The coverage and minimum limits as required by the PUC, whichever is greater, in no event to be less than \$5,000,000 per accident.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of "A" or better and a minimum financial size VII.

5.2 General Conditions to Insurance Coverage. LBT and City agree to the following with respect to insurance provided by CONTRACTOR :

(d) Insurance policies shall name the City, LBT, and their elected and appointed officials, officers, employees, assigns, agents and successors in interest as additional insureds with respect to liability arising out of any claims related to this Agreement including any activities performed by CONTRACTOR for LBT. CONTRACTOR agrees to require all contractors and subcontractors to do likewise.

(e) No liability insurance coverage provided to comply with this Agreement shall prohibit CONTRACTOR, or its employees, or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR agrees to waive subrogation rights against City and LBT regardless of the applicability of any insurance proceeds and to require all contractors and subcontractors to do likewise.

(f) All insurance coverage and limits provided by CONTRACTOR and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(g) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and LBT and approved of in writing by each of them.

(h) No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

(i) All coverage types and limits required are subject to approval, modification and additional requirements by the Parties, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect LBT’s and City’s protections without LBT’s and City’s prior written consent.

(j) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to CONTRACTOR’s general liability policy, shall be delivered to LBT and to City at or prior to the execution of this Agreement.

(k) Certificate(s) are to reflect that the insurer will provide thirty (30) days written notice to City of any cancellation of coverage (except for cancellation of nonpayment, which shall be ten (10) days prior written notice). CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate. This insurance shall be primary insurance with respect to the additional insureds, and any self-insurance maintained by LBT and City and the additional insureds shall be excess of CONTRACTOR’s insurance and shall not contribute with it. All required insurance shall contain a provision to apply to each insured separately and shall not contain a cross liability exclusion.

(l) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to LBT and to City.

(m) CONTRACTOR agrees to ensure that subcontractors and any other party involved with the services who is brought into the services by CONTRACTOR, provide the same minimum insurance coverage required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with subcontractors and others engaged in the delivery of Dial-A-Lift services will be submitted to LBT and to City for review.

(n) CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to LBT and to City. If CONTRACTOR's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to LBT and to City. At that time the LBT and City shall review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

(o) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(p) CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of LBT or of City to inform CONTRACTOR of non-compliance with any insurance requirement in no way imposes any additional obligations on LBT or on City, nor does it waive any rights hereunder in this or any other regard.

(q) CONTRACTOR will renew the required coverage annually if LBT or City, or their employees or agents face an exposure from operations of any type pursuant to this Agreement.

(r) CONTRACTOR 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. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONTRACTOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(s) The provisions of any workers' compensation or similar act will not limit the obligations of CONTRACTOR under this Agreement.

(t) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(u) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.

(v) The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(w) CONTRACTOR agrees to be responsible for ensuring that no contract used by any party involved in any way with this Agreement reserves the right to charge City or LBT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to LBT and to City. It is not the intent of LBT and of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against LBT or City for payment of premiums or other amounts with respect thereto.

(x) CONTRACTOR agrees to provide immediate notice to LBT and to City of any claim or loss against CONTRACTOR arising out of the work performed under this Agreement. LBT and City assume no obligation or liability by such notice but have the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve LBT and City.

5.3 Indemnification. To the full extent provided by law, CONTRACTOR agrees to indemnify, defend and hold harmless LBT and the City, their officers, employees and agents (“indemnitees”) against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of CONTRACTOR, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein (“indemnitors”), or arising from indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except in connection with the negligence or willful misconduct of indemnitees.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Records. CONTRACTOR shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

Reports. CONTRACTOR shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

Disputes; Default. If CONTRACTOR is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating LBT for any services performed after the date of default. Instead, the City may give notice to CONTRACTOR of the default and the reasons for the default. The notice shall include the timeframe in which LBT may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period that CONTRACTOR is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If CONTRACTOR does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to LBT and CONTRACTOR, except that where termination is due to the fault of the CONTRACTOR, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the LBT and CONTRACTOR reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as LBT and CONTRACTOR may determine. Upon receipt of notice of termination from City, LBT and CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the LBT and CONTRACTOR have initiated termination, CONTRACTOR shall be entitled to reimbursement for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Reimbursement or such as may be approved by the Contract Officer. In the event the LBT or CONTRACTOR have initiated termination, LBT and CONTRACTOR shall be entitled to reimbursement only for the reasonable value of the services actually rendered hereunder, but not exceeding the reimbursement provided in the Schedule of Reimbursement Exhibit "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

Termination for Default of LBT. If termination is due to the failure of the LBT or CONTRACTOR to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the services and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the reimbursement herein (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to LBT for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

Covenant Against Discrimination. The Parties covenant that, by and for themselves, their heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to LBT or CONTRACTOR, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the LBT or CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at 2175 Cherry Avenue, City of Signal Hill, CA 90755, and in the case of the LBT, to Kenneth A. McDonald, President and CEO of the LBT, or his designee, and in the case of CONTRACTOR to Reza Nasrollahy, President and CEO of CONTRACTOR at the address designated on the execution page of this Agreement.

Integration; Amendment. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, amendments, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives any party of the benefit of its bargain.

Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON NEXT PAGE]

CITY:

CITY OF SIGNAL HILL, a municipal corporation

Keir Jones
Mayor

ATTEST:

Tina Knapp
Assistant City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
Best Best & Krieger LLP
City Attorney

CONTRACTOR:
LONG BEACH PUBLIC
TRANSPORTATION

By: _____
Kenneth McDonald, President and CEO

APPROVED AS TO FORM

Vincent C. Ewing, General Counsel

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

CONTRACTOR shall provide, during the term of this Agreement, Dial-A-Lift services to eligible mobility-impaired residents of Signal Hill over the age of 18 years by providing demand responsive curb-to-curb transit service to and/or from any location within the cities of Long Beach, Signal Hill and Lakewood (the "Dial-A-Lift Service Area"). LBT shall provide the services in accordance with the Agreement and the following terms and conditions:

1. System shall transport individuals within entire LBT Dial-A-Lift Service area, currently any location within the Cities of Long Beach, Signal Hill, and Lakewood.
2. System passengers shall be picked up as a result of "next day" advance telephone reservations for service.
3. System passengers may call a specific telephone reservation number to be provided by LBT.
4. System passengers shall designate point of origin, point of destination, number of persons in party, requested times of travel and client membership number issued by LBT. Return trip reservations shall be made along with the original reservation.
5. Passengers shall be advised of approximate time of pick up. CONTRACTOR shall pick up passengers within thirty (30) minutes of the scheduled time of pick up.
6. Passengers shall be picked up and dropped off on the curb adjacent to the point of origin or their destination.
7. System service shall preferably be on a shared basis.
8. If CONTRACTOR receives additional call(s) for pick up in the vicinity of the first call, or near route of passengers in the vehicle, vehicle may deviate from route to pick up additional passenger(s).
9. CONTRACTOR shall take all necessary actions to avoid an undue delay of any passenger, whether at point of pick up, transfer, or en route to destination.
10. The route of the vehicles shall be the most efficient possible, using major and collector streets when possible.
11. Both the dispatcher and the driver shall coordinate the provision of service such that it will optimize the number of passengers carried and minimize circuitous routing while maintaining on-time performance.

12. Pick-ups shall be made within the times established by LBT's current service response priorities in effect at the commencement of service under the DAL Agreement and this Agreement. LBT shall notify the City at least thirty (30) days in advance of any changes in times and priorities. LBT specifically reserves the right to make changes and adjustments in service without this prior notice for emergencies or to prevent disruptions in service, but CONTRACTOR shall notify the City of any such change as soon as possible. However, pick-ups should not exceed thirty (30) minutes from the established pick up times and the City shall be advised when there are problems meeting this response time as soon as possible.
13. Drivers shall assist in loading and unloading of passengers while boarding and alighting vehicle at the curb.
14. CONTRACTOR shall provide the necessary number of dispatchers to handle the Dial-A-Lift system exclusively. The dispatchers and routers shall be properly trained.
15. CONTRACTOR or its representative shall provide the City with a computer-generated client information list indicating "Ridership Data" on at least on a quarterly basis and upon the City's request. Ridership Data shall include but not be limited to: (a) pick-up requests; (b) approximate time provided to clients; (c) actual time of pick up; (d) passenger no-shows or cancellations.
16. CONTRACTOR shall provide service without preference for, or discrimination against, the residents of Signal Hill as compared to the residents of Long Beach. The residents of City using such service shall pay the same fare as the residents of the City of Long Beach.
17. A prospective passenger may not be boarded without the proper photo identification card.
18. Passengers are required to pay the fare for each trip. They may pay cash at the time of their trip or pre-pay their fare by loading money onto their membership card.
19. Passengers may be denied service for excessive no-shows, cancellations, or double-booking trips.
20. Passengers who consistently disrupt service or are shown to compromise the safety of other passengers shall be denied service.
21. All passengers are subject to the operating provisions of LBT's Dial-A-Lift Program.
22. Service will be dispatched in accordance with the passenger's mobility needs.
23. Service shall be provided from 7:00 a.m. to 10:30 p.m. Sunday through Thursday, and 7:00 a.m. to 11:30 p.m. Friday and Saturday.

24. LBT shall supply enough personnel and backup personnel to operate and maintain its equipment and to provide the service required.
25. CONTRACTOR and its employees shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service to all. CONTRACTOR's employees who are in contact with the public shall, always while on duty, be neatly groomed and dressed. All personnel who are likely to be in contact with the public, either in person or by telephone conversation shall be trained to give accurate information concerning services by CONTRACTOR.
26. CONTRACTOR shall provide services at a level of service within the Signal Hill area that is not less than the level of services provided during the previous fiscal year, and not less than the level of service provided to the City of Long Beach, unless an amendment to this Agreement is made in writing. CONTRACTOR shall provide records of Ridership Data for the previous fiscal year and the level of service provided to the City of Long Beach. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of CONTRACTOR and any regulatory agency under which the CONTRACTOR may exercise a certificate of Public Convenience and Necessity or franchise or permit.
27. CONTRACTOR shall not decrease or change service hours, without giving the City and LBT at least thirty (30) days' notification and obtaining City's consent. Failure by City and LBT to object to a service hour change within thirty (30) days of receipt shall be construed as City and LBT giving consent to such change.
28. All passenger complaints concerning the CONTRACTOR's provision of services shall be forwarded to City and LBT in writing on a monthly basis or sooner as reasonably requested by City and LBT.
29. A professional licensed medical clinic of the selected by the LBT shall determine the eligibility of Signal Hill residents for Dial-A-Lift services and issue a Dial-A-Lift Membership Card to those certified as eligible. No resident of the City shall be eligible unless he or she is mobility impaired, as defined by the current LBT eligibility requirements.
30. Applications and Physician's Statements shall be obtained directly through the LBT's Dial-A-Lift Administrator. The membership Application and Physician's Statement shall be upon completion mailed to Long Beach Dial-A-Lift, P.O. Box 731, Long Beach, CA 90801-0731 by the resident. Upon receipt of the completed Application and Physician's Statement, the LBT staff will review them to determine initial eligibility and will notify applicants once they are deemed eligible to schedule an appointment with the medical clinic for final evaluation.

All the services required under this Agreement and the DAL Agreement will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR reserves the right to

determine the assignment of its employees to the performance of CONTRACTOR's services under this Agreement and the DAL Agreement, but City reserves the right, for good cause, to require CONTRACTOR to exclude any employee of the CONTRACTOR from performing services for City under this Agreement provided such exclusion is not exercised in violation of any federal, state or local law or regulation. Neither CONTRACTOR nor City intend by this Agreement to grant to CONTRACTOR any franchise, right, or agreement to use the streets of the City, it being further agreed and understood that whether CONTRACTOR has such a franchise or is required to have such a franchise is not the subject of this Agreement or the DAL Agreement, and no term or provision of this Agreement or the DAL Agreement shall be used to prejudice the rights of the Parties in that regard.

EXHIBIT "B"

SCHEDULE OF REIMBURSEMENT

City agrees to compensate LBT for services rendered pursuant to this Agreement. Reimbursement shall be payable in four (4) installments. The rate of reimbursement for fiscal year 2026 shall be \$53.54 per passenger boarding.

Total reimbursement, however, shall not exceed a maximum of Nine-Thousand Six Hundred Twenty-Six Dollars and Seventy-Five cents (\$9,626.75) for Fiscal Year 2025-2026 without prior written approval of the City. This means the LBT shall be authorized to provide, during the said Fiscal Year, Dial-A-Lift rides at the rate of \$53.54 per passenger. Approximately fifteen (15) to twenty (20) City residents use the services provided under this Agreement and the DAL Agreement. If this Agreement's said ceiling of approximately 15 to 20 resident passengers this Agreement and the DAL Agreement are intended to serve is reached, City may request of LBT and CONTRACTOR additional service at the above rate per passenger.

Installment periods shall be:

- July 2025 through September 2025
- October 2025 through December 2025
- January 2026 through March 2026
- April 2026 through June 2026

LBT shall submit invoice for payment within thirty (30) days of the close of the installment period. All invoices shall include Ridership Data and detail charges for all necessary and actual expenses for the installment period. Installments shall be payable within thirty (30) days of City's receipt of the LBT's invoice.

In addition to the reimbursement described above, LBT may charge the user of Dial-A-Lift services a maximum of up to Fifty-Four Dollars and Nine cents (\$53.54) per trip, or at a maximum amount as agreed upon per a written amendment to this Agreement by the Parties.

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

- I. LBT shall perform all services described in Exhibit "A" during the period commencing July 1, 2025 and terminating June 30, 2026, unless extended or terminated pursuant to the terms of this Agreement.

- II. The Contract Officer may approve extensions for performance of the services in accordance with Article 3.