

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR AMBASSADOR SERVICES FOR FORT BEND COUNTY TRANSPORTATION  
DEPARTMENT PURSUANT TO RFP 16-021**

THIS AGREEMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and ParkWest Staffing, Incorporated, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County requests transportation staffing assistance for County's Public Transportation Department; and

WHEREAS, County desires that Contractor provide personnel, management and oversight of a passenger assistance service related to Ambassador positions (hereinafter "Services") pursuant to RFP 16-021; and

WHEREAS, County desires to enter into this Agreement for the performance by Contractor of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**SECTION I  
STATEMENT OF WORK**

1.01 Contractor shall, during the term of this Agreement, furnish personnel, management and oversight of a passenger assistance service. These services are defined as Ambassador and Bus Stop Monitor Services (hereafter Services) as described in County's Request for Proposals No. 16-021 (hereinafter "RFP") and Contractor's Proposal dated September 26, 2015. In the event of a conflict between these documents and the provisions of this Agreement, the Agreement will control. Otherwise, the terms of the RFP and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: the RFP then Contractor's proposal.

1.02 Contractor shall render Services to County as defined in Attachments and at the rates set in Attachment A-D.

1.03 Ambassadors will be required to report for work during the hours and days as described in Attachment A-D.

1.04 Contractor will be required to provide all personnel necessary to carry out the objectives of the program. Services can be provided directly or via subcontractors. All subcontractors must be approved by Fort Bend County. Approval of subcontractor(s) by Fort Bend County is contingent upon the subcontractor's experience and expertise in their respective area.

1.05 Contractor shall use best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the professional standard of care provided by contractors in similar projects. Contractor shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.06 Contractor shall use best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Contractor will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County.

1.07 All work provided under this agreement shall conform to and be in the format required by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, and the Texas Department of Transportation are applicable to these projects. Other federal and local funding sources may impose additional and/or differing requirements.

## **SECTION II COMPENSATION AND PAYMENT**

2.01 Contractor's fees shall be calculated at the rates set forth in the attached Attachments A-D. The Maximum Compensation for the performance of Services within the Statement of Work described in Attachment A is one million three hundred thousand dollars and no/100 (\$1,300,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The not to exceed Maximum Compensation represents only the amount expected to be spent on this Agreement. County will only compensate Contractor for fees specifically set forth in the Work Authorization. Contractor

clearly understands that the County is under no obligation to pay the full amount of one million three hundred thousand dollars and no/100 (\$1,300,000.00).

2.02 All performance of the Statement of Work and/or Work Authorizations by Contractor including any changes in the Statement of Work and/or Work Authorizations or revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

2.03 County will pay Contractor based on the following procedures: Upon completion of work identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward them to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days of receipt of an approved invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.

2.04 Contractor shall not provide any services under this Agreement until authorized by County in writing.

### **SECTION III LIMIT OF APPROPRIATION**

3.01 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one million three hundred thousand dollars and no/100 (\$1,300,000.00) specifically allocated to fully discharge any and all liabilities County may incur.

3.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one million three hundred thousand dollars and no/100 (\$1,300,000.00) for described Statement of Work and for Scope of Services in all executed Work Authorizations.

3.03 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

**SECTION IV  
TIME OF PERFORMANCE**

The term of this Agreement shall commence on the date of full execution of this Agreement and shall continue through for five years from this date.

**SECTION V  
PERSONNEL, EQUIPMENT, AND MATERIAL**

5.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through subcontract for the timely performance of the professional services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

5.02 Contractor warrants that all employees of Contractor shall have such skill, knowledge and experience as will enable them to perform the duties assigned to them. Any personnel who, in the opinion of the County, should be removed from the Project shall, upon request of the County, immediately be removed from association with the Project.

5.03 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

5.04 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

5.05 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

5.06 Contractor shall not permit its employees to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while in service of this Agreement.

5.07 Contractor shall obtain and maintain during the term of this Agreement any and all licenses, permits and/or certifications required by local county, state and federal law and regulation necessary for the performance of the services to be provided under this Agreement. Contractor shall provide qualified personnel, trained and licensed in accordance applicable local,

County, state or federal laws, rules and regulations. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements identified in the RFP into its hiring and training programs for personnel used in the service of this Agreement.

5.08 County shall provide to Contractor assistance in the coordination with all public and governmental entities.

## **SECTION VI TERMINATION**

6.01 Termination for Convenience

6.01.1 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.

6.02 Termination for Default

6.02.1 County may terminate this Agreement in whole or any part of this Agreement for cause in the following circumstances:

6.02.2 If Contractor fails to perform services within the time specified in the Work Authorization or any supplemental Work Authorization or any extension thereof granted by the County in writing;

6.02.3 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.02.4 If after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.01 above.

6.03 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section III above, for those approved services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section III above. Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

6.04 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Dates, shall thereafter be paid to the Contractor.

6.05 Either party may terminate this Agreement for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter.

## **SECTION VII OWNERSHIP AND REUSE OF DOCUMENTS**

7.01 All documents, data, reports, research, graphic presentation materials, etc. developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section III for work performed. Contractor shall promptly furnish all such data and material to County on request.

7.02 All intellectual property including trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with this Agreement and shall not be used without County's consent. County shall be the owner of all intellectual property rights of the Services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the Services provided are a "work for hire" as the term is used in the federal Copyright Act.

## **SECTION VIII INSURANCE**

8.01 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

8.02 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

8.02.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

8.02.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

8.02.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

8.02.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

8.03 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

8.04 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

8.05 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

8.06 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

8.07 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**SECTION IX  
INDEMNIFICATION:**

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

9.01 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

9.02 Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

9.03 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

9.04 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

9.05 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

9.06 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all

claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

9.07 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

9.08 The provisions of this Section shall survive the expiration or termination of the Agreement.

**SECTION X  
NOTICE**

10.01 Each party giving any notice or making any request, demand or other communication (each a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

10.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County:

Paulette Shelton  
Director, Public Transportation  
Fort Bend County  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

With a copy to:

Fort Bend County  
Attention: County Judge  
401 Jackson, First Floor  
Richmond, Texas 77469

If to Contractor:

Diana Cross  
ParkWest Staffing, Inc.  
1011 Highway 6 South, Suite 303  
Houston, Texas 77077

With a copy to: Crain, Caton & James  
A Professional Corporation  
1401 McKinney Street, Suite 1700  
Houston, Texas 77010

10.03 A Notice is effective only if the party giving or making the Notice has complied with subsection 10.01 and 10.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

10.03.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

10.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of any change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION XI  
REPORTS OF ACCIDENTS**

11.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Contractor), Contractor shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.

11.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, or other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

**SECTION XII  
OWNERSHIP AND REUSE OF DOCUMENTS**

12.01 All documents, data, reports, research, graphic presentation materials, etc. developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section III for work performed. Contractor shall promptly furnish all such data and material to County on request.

12.02 All intellectual property including trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with this Agreement and shall not be used without County's consent. County shall be the owner of all intellectual

property rights of the Services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the Services provided are a “work for hire” as the term is used in the federal Copyright Act.

### **SECTION XIII LIMITATIONS**

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

### **SECTION XIV SUCCESSORS AND ASSIGNS**

14.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

14.02 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

### **SECTION XV PUBLICITY**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

### **SECTION XVI FEDERAL CLAUSES**

16.01 No Government Obligation to Third Parties. Fort Bend County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and

shall not be subject to any obligations or liabilities to Fort Bend County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.02 Program Fraud and False or Fraudulent Statement and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16.03 Access to Records and Reports. The Contractor agrees to provide Fort Bend County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of

the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Fort Bend County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16.04 Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Fort Bend County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

16.05 Civil Rights Requirements. The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**16.06 Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.

**16.07 Energy Conservation Requirements.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**16.08 Government-Wide Debarment and Suspension (Non-Procurement).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as

defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16.09 Dispute Resolution. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.

The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation. Each party shall be responsible for its own costs associated with the mediation. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

16.10 Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds

with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.11 Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16.12 Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16.13 Contract Work Hours and Safety Standards.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 16.14 Transit Employee Protective Arrangements.

- A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
  - i. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities

authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
  - iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- B. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16.15 Charter Service Operations. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

16.16 School Bus Operation. School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

16.17 Drug and Alcohol Testing. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

16.18 Disadvantaged Business Enterprise (DBE). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Fort Bend County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from Fort Bend County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

The Contractor must promptly notify Fort Bend County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Fort Bend County.

16.19 Recycled Products. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16.20. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101 19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

## **SECTION XVII MODIFICATIONS AND WAIVERS**

17.01 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

17.02 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

17.03 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**SECTION XVIII  
ASSIGNMENT AND DELEGATION**

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement. Nothing contained in this Agreement shall create any rights or obligations upon any person other than the parties.

**SECTION XIX  
CAPTIONS**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**SECTION XX  
APPLICABLE LAW**

20.01 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. All references in this contract to the "state" shall mean the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising out of or related to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

20.02 Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules policies and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**SECTION XXI  
SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**SECTION XXII  
THIRD PARTY BENEFICIARIES**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**ATTACHMENTS**

The Attachments attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	SERVICES AND FEES
Attachment B	AMBASSADOR JOB DESCRIPTION AND DUTIES
Attachment C	AMBASSADOR TRAINING
Attachment D	SITE MANAGER JOB DESCRIPTION

***{Execution Page Follows}  
{Remainder Left Intentionally Blank}***

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*Agreement for Ambassador and Bus Stop Monitor Program for Fort Bend County Public Transportation pursuant to  
RFP 16-021*

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FORT BEND COUNTY**

**PARKWEST STAFFING, INCORPORATED**

\_\_\_\_\_  
Robert E. Hebert, County Judge

*[Signature]*  
Authorized Agent- Signature

\_\_\_\_\_  
Date

Diana Cross  
Authorized Agent- Printed Name

General Manager  
Title

ATTEST:

2-15-16  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

Reviewed by:

\_\_\_\_\_  
Paulette Shelton  
Director of Transportation

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

## **ATTACHMENT A: SERVICES AND FEES**

### **Pricing by Position:**

Ambassador/ Bus Stop Monitor Fort Bend County Bill Rate: \$13.30 per hour

On-Site Manager Fort Bend County Bill Rate: \$16.20 per hour

ParkWest will provide Ambassadors and an On-Site Manager during the operating hours for the Fort Bend County Public Transportation services. The number of Ambassadors needed and shift times will be determined by Fort Bend County. ParkWest Staffing will hire and schedule employees to accommodate service levels determined by Fort Bend County.

### **ParkWest Obligations:**

- Furnish personnel to serve as Ambassadors.
- Supervise, schedule and manage Ambassadors assigned to the program.
- Provide required and appropriate training, as described in this Agreement and its Attachments, for all personnel used to provide Ambassador Services. Training shall include how to identify possible abuse and neglect cases and how to properly report this information.
- Provide drug and alcohol testing of Ambassadors. The drug and alcohol testing program should include pre-employment, random and post incident testing.
- Provide criminal history background checks of Ambassadors to FBC when requested. ParkWest must obtain the criminal history information before a person may be offered employment in a position under this Agreement. For the purposes of this Agreement, the following convictions are automatic bars to employment under this Agreement:
  - 1) Any offense under Chapter 19, Texas Penal Code (criminal homicide). Includes murder, capital murder, manslaughter and criminally negligent homicide.
  - 2) Any offense under Chapter 20, Texas Penal Code (kidnapping and unlawful restraint). Includes kidnapping, aggravated kidnapping and false imprisonment.
  - 3) Any offense under Section 21.11, Texas Penal Code (indecent with a child).
  - 4) Any offense under Section 22.011, Texas Penal Code (sexual assault).
  - 5) Any offense under Section 22.02, Texas Penal Code (aggravated assault).
  - 6) Any offense under Section 22.04, Texas Penal Code (injury to a child, elderly individual or disabled individual).
  - 7) Any offense under Section 22.041, Texas Penal Code (abandoning or endangering a child).
  - 8) Any offense under Section 22.08, Texas Penal Code (aiding suicide).
  - 9) Any offense under Section 25.031, Texas Penal Code (agreement to abduct from custody).
  - 10) Any offense under Section 25.08, Texas Penal Code (sale or purchase of a child).
  - 11) Any offense under Section 28.02, Texas Penal Code (arson).
  - 12) Any offense under Section 29.02, Texas Penal Code (robbery).
  - 13) Any offense under Section 29.03, Texas Penal Code (aggravated robbery).

14) An agency/facility shall immediately discharge any employee in a position involving direct contact with a consumer or patient if one or more of the above convictions apply to that employee, or if there is any other conviction on that person's record that the facility determines is a contraindication to employment, as provided by Chapter 250, Health and Safety Code.

- Create and provide a Management Plan for the staffing of Ambassadors (“Management Plan”). Fort Bend County Public Transportation Department will evaluate the Management Plan submitted for review. The Management Plan shall include: the accountability and job descriptions of the staffing arrangement.
- Outline all staffing arrangements including assignments of Site Managers or Lead Ambassador overseeing daily operations. The Management Plan must be reviewed and approved by the County before implementation.

## **ATTACHMENT B – AMBASSADOR JOB DESCRIPTION AND DUTIES**

**Position of Ambassador Summary of Duties:** Ambassadors will work directly with Fort Bend County clients providing assistance from the rider's door to the vehicle, door to door, hand to hand or from the vehicle to the final destination. Ambassadors will not go into private homes. Ambassadors' assistance will consist of gentle support, such as opening doors and providing verbal guidance. At times they will provide physical support such as assisting passengers with balance problems, climbing steps, handling/carrying small packages, or performing similar functions. Ambassadors will not be used as drivers. Their function is restricted to assisting clients with duties outlined in this Agreement and Attachments. Ambassadors will not be required to drive any vehicles, provide wheelchair or seatbelt securement or operate wheelchair or mechanical lifts or ramping. The Ambassadors will aid with any behavioral issues to assist the driver in maintaining a safe environment on board the vehicles. If there is a situation which becomes dangerous or hostile, the Ambassador will try to de-escalate the situation while the bus driver pulls the bus to the side and the police are notified.

Ambassadors are also responsible to act as a trainer to help mentor riders who are not able to travel independently. They will instruct the rider directly in order to assist in mobility, accessibility and independent travel. They will compile proper documentation related to the travel training for these riders.

### **Required Skills and Experience for Ambassadors and Site Managers:**

- Bilingual plus, however not required.
- Excellent communications and interpersonal relationship skills
- Patience
- Concern for and interest in supporting the elderly and individuals with disabilities as well as genuine respect for this population
- Computer familiarity helpful, however not required

### **Working Conditions and Physical Requirements:**

- Work will require bending and stooping, ability to climb stairs, carry small packages and grocery bags up to 20-30 pounds
- Ability to push and maneuver clients in wheelchairs
- May be exposed to the outside elements (heat and cold) when assisting clients to and from the vehicle
- Must be able to pass background check and drug test
- Must be clean and neat in appearance

#### Ambassador Duties:

- Ambassadors will provide passengers with gentle physical support to assist with balance, climbing steps, carrying packages, entering/exiting buses and buildings, boarding and entering the correct buses/buildings and/or performing similar functions.
- Ambassadors will provide “hand to hand” assistance. Hand to Hand assistance is defined as delivery of passengers at their destination from one attendant to another. Ambassadors can leave the vehicle to escort passengers in need of “Hand to Hand” assistance. Ambassadors will not enter the door of a place of residence in regards to “hand to hand” assistance. Ambassadors will be allowed to enter the door of a business facility in regards to “hand to hand” assistance.
- Ambassadors may be assigned to a bus stop service area to assist passengers with bus or route information and/or assistance onto a bus. An Ambassador may also be assigned to a transit vehicle to assist the passenger on and/or off the vehicle, or to the front door.
- Ambassadors **will monitor** the securement of wheelchairs and seatbelts.
- Ambassadors **will not** provide wheelchair or seatbelt securement.
- Ambassadors **will not** operate wheelchair mechanical lifts or ramping.
- Ambassadors will not drive vehicles. Their function is restricted to assisting passengers, monitoring and assistance with passengers on board buses or at bus stops. Ambassador will also assist the bus driver in maintaining a safe environment onboard vehicles including assistance to passengers who may be agitated or have behavioral issues.
- Ambassadors will provide on-going travel instruction to senior passengers and passengers with disabilities to assist them with learning to travel independently. Travel instruction is direct instruction to the passenger that is personalized to the needs of the individual. Instructions will be communicated verbally and/or through visual aides to assist in mobility, accessibility and independent travel. Instructions will be given at the time of boarding or exiting vehicle, or while passengers are on board vehicle.
- Ambassadors providing travel instruction are required to prepare and maintain timely and accurate reports regarding training and trainee-related activities. Ambassadors are required to list all training given on the passenger manifest and the Ambassador Incident report.
- Fort Bend County Public Transportation Department and/or its collaborating agencies will provide specific training for the Ambassadors. ParkWest may develop and provide this training with Fort Bend County’s prior approval. The Ambassadors will be required to attend all trainings.

## ATTACHMENT C – AMBASSADOR TRAINING

ParkWest Staffing will ensure that all Ambassadors, who are also required to serve as Bus Stop Monitors, receive initial training that will provide the candidate with the knowledge to accomplish the requirements set forth in the Ambassador and Bus Stop Monitor Job Descriptions. The Ambassadors and Bus Stop Monitors will have a comprehensive understanding of the environment they will be working in, the types of people they will be assisting and the challenges that come with helping the riders have safe passage to and from their destinations. Hourly rates charged to the County will not include hours utilized for training.

Prior to an Ambassador's first day, Ambassadors shall attend Initial Training with a member of ParkWest's corporate management team where they shall review the job description and go over procedures and policies designed to accomplish the objectives in section 7-4 to 7-12 of RFP 16-021 and any requirements set forth in this Agreement and/or Attachments.

All Ambassadors and Bus Stop Monitors shall be certified in CPR, First Aid and AED (Automatic External Defibrillator) by the American Red Cross or Health Street, LLC. Certifications shall be renewed every two years.

Additional training is provided by the Alzheimer's Association, the Mental Health and Mental Retardation Authority of Harris County (MHMRA), and the ARC and shall include the following:

- a. Alzheimer's Training
- b. Seizure Care
- c. Principles of Crisis Intervention
- d. HIPPA
- e. Consumer Rights
- f. Code of Conduct Awareness
- g. Workplace Safety
- h. Independent Riding – Train the Trainer
- i. Abuse Reporting

### Ride-A-Long Training

All Ambassadors will be required to participate in a ride-along with a Trainer on a route. Ride Along Training includes hands on instruction on providing proper care for door to door assistance, regular assistance, greeting passengers, ensuring that passengers are wearing safety belts and assisting with boarding and disembarking. All Ambassadors and Bus Stop Monitors will attend ongoing training offered by ParkWest Corporate Trainer(s), The Arc of Ft. Bend County or other advocacy or service oriented groups approved by the County on a quarterly basis. Additional training may also be required by the County from time to time.

Training procedures and instruction will be reviewed periodically by County and adjustments will be made when requested by County.

## **ATTACHMENT D – SITE MANAGER JOB DESCRIPTION**

The Site Manager is responsible, under the supervision of the ParkWest General Manager for all phases of the operation of the Fort Bend County Ambassador program for Fort Bend County Transportation. These responsibilities include, but are not limited to, the general administration of the Ambassador Program and the direction and control of all personnel and resources. The Site Manager is responsible for maintaining proper employee standards necessary to meet the passenger needs and expectations. The Site Manager will enforce all policies and procedures outlined in the ParkWest manual and supplemental materials.

### **Position of Site Manager**

#### **Summary of Duties**

1. Manage the ParkWest staff and make adjustments to work processes, scheduling, etc. to maintain proper Ambassador and vehicle placement for Fort Bend County Transportation each day.
  - a. The Site Manager will make a schedule matching the model schedule template provided by the Fort Bend County Transportation Department each week. The schedule will be completed and posted by 5 pm each Wednesday before the start of the next work week. The current schedule will remain posted through the current work week. The Site Manger will review the schedule model versus the actual schedule to determine if additional employees are required to cover shift needs.
  - b. The Site Manager will review the actual and projected ridership daily and determine if he or she has the proper number of employees to meet the projected numbers without causing a flow interruption for the customer, Fort Bend County Transportation.
  - c. The Site Manager will spend approximately 25% of the scheduled work week monitoring the performance of Ambassadors to ensure that best practices are being followed. The Site Manager will enforce safety, attendance and performance policies an expectations for all employees by providing documented training and progressive discipline including verbal warnings, written warnings, unpaid work suspensions and ending assignments as needed for ParkWest employees who do not follow proper safety procedures, do not follow proper dress code policies, consistently fail to report to work on time, fail to work as scheduled on timely basis and fail to perform any other work duties in a satisfactory manner. The Site Manger will enforce the above times and all other items as outlined in this Agreement and in the ParkWest Employee Handbook. The Site Manager is required to notify a ParkWest General Manager before ending an employee's assignments to ensure proper procedures and

- documentation are followed for all employees.
- d. The Site Manager is responsible for providing proper work and safety training for all employees at the facility. The Site Manager is required to properly train all Ambassadors on their job duties and expectations as outlined in the coordinator duties and fleet assistant duties.
  - e. The Site Manager will identify a Lead Ambassador who will be available at the end of shift to complete end of shift paperwork and distribute itineraries for the following day to all employees as they leave.
2. The Site Manager is responsible for communication and building a positive relationship with the customer, the management and employees of Fort Bend County Transportation.
    - a. The Site Manager will communicate any staffing issues or other problems with the management of Fort Bend County Transportation on daily basis.
    - b. The Site Manager will talk to the Area Manager a minimum of one time each day to get feedback on ParkWest performance and to build a relationship with him.
  3. The Site Manager is expected to meet all reporting and paperwork requirements for providing schedules, payroll, reporting forms, employee files and paperwork and providing information requested by members of the ParkWest corporate office management and administrative personnel.
    - a. The Site Manager will complete payroll the payroll information by 10am each Monday.
    - b. The employee will complete the New Hire and Termination report each week and email it to [infor@parkweststaffing.com](mailto:infor@parkweststaffing.com) and copy Accounting Manager by noon each Monday.
    - c. The Site Manager is expected to audit all times cards on a daily basis to ensure employees are working as directed. This includes matching the time cards with the daily logs.
    - d. The employee will complete the schedule for the following week by 5 pm each Wednesday and email to the General Manager after it is posted at the site.
    - e. The Site Manager will complete all current employee section of the ParkWest file cabinet. He/She will complete new hire files before the start date for each new employee. Previous employee files are to be pulled on the end of the assignment and all paperwork sent to the ParkWest office in the DHL.
    - f. If an employee's assignment ends for non-performance, safety violations, etc., the Site Manager will email all information to the Accounting Manager within 24 hours of the last day of the assignment.
    - g. The Site Manager must notify the General Manager of all employee injuries/accidents and/or disciplinary actions on the date they occur, OX form to Diana at the ParkWest Office on the day of the event or the first day he/she is scheduled to work after an event.
  4. The Site Manager is responsible for contacting the Recruiting Manager when an

employee gives notice or is in danger of losing his or her job due to misconduct or attendance and punctuality issues.

- a. The Site Manager will work as an Ambassador to cover shifts as needed on a daily basis.
- b. The Site Manager will be on-call during hours of operation and two hours prior to the shift start time each day to be available to take calls from employees missing shifts.
- c. The Site Manager is to ensure that all Ambassadors are at work and on the buses as scheduled for that day. The On-Site Manager is to insure that all Ambassadors are made aware of their daily work schedules including any changes in scheduling.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 EFTM Inc. dba ParkWest Staffing  
 Houston, TX United States

**Certificate Number:**  
 2016-13360

**Date Filed:**  
 02/15/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

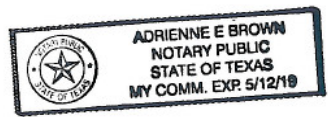
**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 RFP 16-021  
 Ambassador and bus stop monitor program for Public Transportation Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cross, Diana	Houston, TX United States		X
Frost, Earl	Beaumont, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said AUTHORIZED AGENT, this the 15<sup>TH</sup> day of FEBRUARY 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]* ADRIENNE E. BROWN Notary Public  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath