ITEM NO. 11

STAFF REPORT

CITY OF OCEANSIDE

DATE: October 3, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN LOGISTICS COMPANY FOR A PILOT SENIOR CITIZEN SHUTTLE TRANSPORTATION SERVICE AND APPROPRIATE $115,000 TO THE RECREATION DONATION FUND**

SYNOPSIS

Staff and the Senior Citizens Commission recommend that the City Council approve a one-year professional services agreement in an amount not to exceed $115,000 with American Logistics Company of Santa Ana for a pilot senior citizen shuttle transportation service; approve a budget appropriation in the amount of $115,000 from the Recreation Donation Revenue Account to the Expenditure Account to fund the agreement; and authorize the City Manager to execute the agreement.

BACKGROUND

Senior Transportation has been a top priority for staff and the Senior Citizens Commission for several years. In the last year, the City of Oceanside became a recipient of a Genentech Foundation Grant in the amount of $115,000 for the Oceanside pilot 'Out and About' transportation program. After analyzing the costs of implementing and operating a transportation program, staff determined that it was more cost effective to contract for the service rather than provide the service by City staff and decided to issue a Request for Proposal (RFP) to professional transportation providers. The RFP was issued on June 6, 2007, to sixteen companies, seeking senior citizen shuttle transportation services to be funded by the Genentech Foundation grant. On July 11, 2007, staff received two proposals. The proposals are from No Vacancy Agency, Inc., and from American Logistics Company.

ANALYSIS

The two proposals for a senior citizen transportation shuttle program differ in philosophy of transportation methods. The No Vacancy Agency proposes two 16-passenger transportation vehicles that will travel the City in a figure-eight pattern. The vehicles

would make pick-ups and drop-offs within neighborhoods along the route throughout the day. American Logistics proposes the use of multiple sedan or mini-van vehicles that will provide direct-route transportation. A minimum of two vehicles will be designated for the Oceanside program and will provide direct-service rides to seniors.

While both programs are independently qualified and sufficient to provide the services requested by staff through the RFP process, the Senior Commission recommends American Logistics because the company provides a direct-route service, minimizing the senior's time of travel while riding in the comfort of a smaller vehicle. The service will be provided for one-year serving Oceanside senior residents, age 65 years and older. Seniors will make reservations with a personal dispatcher by calling the company's toll-free number on a first-call, first-serve basis.

FISCAL IMPACT

Pricing for the service is based on one-way service; $14.50 per ambulatory trip and $27.00 per non-ambulatory trip. An additional per mile rate will be charged at $2.50 per mile and the senior client will be charged a co-pay of $5.00 per one-way trip.

These rates will allow for approximately 120-150 seniors to receive direct transportation per month on a pro-rated basis to ensure the funding will provide a full year of service. Unreserved trips will rollover into the following month as available. The agreement will automatically continue on a month-to-month basis, only if funds remain at the end of one-year.

The City of Oceanside received a grant in the amount of $115,000 from the Genentech Foundation and deposited it into the Recreation Donation Revenue Account (108.556459.4802.00612). The funds will be appropriated to the Recreation Donation Expenditure Account (108.556459.5241). The total agreement price shall not exceed $115,000 and there will be no impact to the general fund. This is a pilot program; there are no funds identified for the continuation of the program after the Genentech Foundation Grant is utilized. Therefore, if this program is to be continued, City Council will have to allocate future funding. Staff is also researching potential grants and corporate sponsorships.

COMMISSION OR COMMITTEE REPORT

The Senior Transportation Task Force worked with staff for the use of the Genentech Foundation grant through the entire process. The Senior Commission heard oral presentations by both companies on August 14, 2007. At its meeting on September 11, 2007, the Senior Commission recommended that the City Council approve the professional services agreement with American Logistics Company.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff and the Senior Citizens Commission recommend that the City Council approve a one-year professional services agreement in an amount not to exceed $115,000 with American Logistics Company of Santa Ana for a pilot senior citizen shuttle transportation service; approve a budget appropriation in the amount of $115,000 from the Recreation Donation Revenue Account to the Expenditure Account to fund the agreement; and authorize the City Manager to execute the agreement.

PREPARED BY:

Megan Crooks
Management Analyst

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Margery Pierce, Neighborhood Services Director

Paul Bussey, Interim Financial Services Director

Attachment: Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: SENIOR SHUTTLE PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and AMERICAN LOGISTICS COMPANY, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONTRACTOR shall provide on-demand, senior transportation services for the Senior Shuttle Program Monday through Friday for seniors and disabled clients age 65 years and over that live in Oceanside inclusive of reservation call in-take, call-outs, dispatch service, coordination of vehicle drivers, coding of transportation destinations, and statistical and clientele reports. The scope of work may be changed in writing, upon agreement by both parties after a two-month evaluation of service.

1.1 Term. Services shall be provided under this Agreement from October 1, 2007 through September 30, 2008. In the event that all funds are not used within the one-year term and funds are still available, the agreement may continue on a month-to-month basis until all funds are expended.

1.2 Shuttle Services. CONTRACTOR shall ensure that a minimum of two vehicles are dedicated to the Senior Shuttle Program each day of service through sub-contracted drivers. Shuttle service shall be available Monday through Friday from 7:00 a.m. to 6:00 p.m. Drivers shall provide excellent customer service. CONTRACTOR shall ensure that all drivers will allow any service animal to ride in vehicles with client. Drivers shall provide a door-to-door service both at pick-up and drop-off; clients shall not be expected to wait at the curb. CONTRACTOR shall discourage drivers from accepting tips.

1.3 Dispatch Services. CONTRACTOR will provide dispatchers that will provide reservation call in-take as well as call-outs to clients and dispatch calls to drivers. Dispatch service shall be available Monday through Friday from 7:00 a.m. to 6:00 p.m. CITY shall notify CONTRACTOR on a monthly basis, on or before the 20th of each month, of how many reservations shall be made available each day for the following month. CONTRACTOR shall begin services not exceeding a total of 276 one-way trips per month with half of the available trips being made available to non-ambulatory

clients. CONTRACTOR shall ensure that dispatchers will seek necessary accommodations of clients at time of reservation so that appropriate vehicles may be dispatched. CONTRACTOR will accept reservations from one-week in advance up to twenty-four (24) hours prior to reservation date. Same day reservations will be accepted on an as-available basis and are not guaranteed. Clients may cancel a reservation up to twenty-four (24) hours in advance with no charge to the City.

1.4 Pricing. CONTRACTOR shall invoice CITY on a monthly basis to the following address:

City of Oceanside Neighborhood Services Department
Attn: Senior Shuttle Program
300 N. Coast Highway
Oceanside, CA 92054

All pricing shall be based on one-way transportation trips as well as a mileage rate based on a Mapquest-fastest route rounded up to the nearest whole mile. If a client does not cancel a reservation and declines service at the reservation time, the reservation will be considered a "no show" and the City will be billed the service charge. There is no co-pay to be made to CONTRACTOR in the event of a "no-show". CONTRACTOR shall charge clients a co-pay to be paid to the driver in cash at time of pick-up for each one-way service and shall deduct that co-pay from the invoice to CITY. Prices for services are as follows:

Ambulatory Service Charge	$14.50
Non-ambulatory Service Charge	$27.00
Ambulatory No Show Fee	$14.50
Non-ambulatory No Show Fee	$27.00
Per mile rate	$2.50
Client Co-Pay	$5.00

1.5 Eligibility. CITY shall be responsible for determining the eligibility of a client, registering the client and providing CONTRACTOR with a spreadsheet of registered clients at contract commencement as well as on a weekly basis. CITY shall note dialysis clients on spreadsheet to ensure timed-call return trips.

1.6 Boundaries. All shuttle services shall remain in the City of Oceanside City limits with the exception of medical facilities. Trips to medical facilities may be outside of City limits to the following locations:

a. Tri-City Medical Center and nearby facilities along Thunder Drive and Vista Way up to Emerald Drive,
b. Scripps Memorial Hospital and Clinic Campus in Encinitas (310 Santa Fe Drive) and nearby facilities within the 300 block of Santa Fe Drive, and
c. Kaiser Permanente Medical offices located in Carlsbad at 6860 Avenida Encinas.

1.7 Reporting. CONTRACTOR shall provide to CITY on a monthly basis a report consisting of no-show client data and destination statistics. CONTRACTOR shall provide to CITY any and all documentation that may be required for CITY's grant funding compliance. At the request of CITY, CONTRACTOR shall attend any advisor meetings necessary on a quarterly basis.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and contractors performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

Senior Shuttle Program

General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be

considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

5. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

6. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $115,000.

All work performed by CONTRACTOR shall comply with all requirements of CITY's, grant and CONTRACTOR agrees to all provisions stated on the Assurances Form, Exhibit A to this Agreement.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the City Manager. CONTRACTOR shall obtain approval by the Manager prior to performing any work, which results in incidental expenses to CITY.

7. **TERMINATION.** CITY may terminate this Agreement with a thirty-day (30) written notice to CONTRACTOR due to any unforeseen loss of funding. Either party may terminate the Agreement at any time with a thirty-day (30) written notice.

8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

   The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

   Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2007.

AMERICAN LOGISTICS

By: _____
Craig Puckett, President

By: _____
Shawna Casey, Assistant Treasurer

20 - 4583766
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, City Manager

APPROVED AS TO FORM:

_____ ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

County of Orange)

On September 11, 2007 before me, Daniel R. Perez, Notary Public
(here insert name and title of the officer)

personally appeared Craig Puckett & Shawna Casey

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

DANIEL R. PEREZ
Commission # 1461764
Notary Public - California
Orange County
My Comm. Expires Jan 10, 2008

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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ASSURANCES FORM

CONTRACTOR assures CITY that it will comply with all of the requirements in the below paragraphs with regard to The Genentech Foundation grant.

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above. Grantee shall repay to the Foundation any portion of the grant funds that is not spent or committed for these purposes. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before the funds are spent.
2. **Reporting.** To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation a written report for any annual accounting period during which Grantee receives, hold, or spends any of the grant funds. The report shall contain: (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made; (2) a financial accounting of the expenditure of grant funds prepared in accordance with generally accepted accounting principals ("GAAP"); (3) copies of any publications resulting from the grant; and (4) a report on Grantee's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline Grantee's use of all grant funds and charitable activities from the date of the disbursement of this grant until Grantee expended the last of the grant funds. Reports are due to the Foundation 90 days after the close of the Grantee's applicable accounting period.
3. **Recordkeeping.** Grantee shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the grant funds.
4. **not applicable.**
5. **Prohibited uses.** Grantee shall not use any portion of the funds granted:
   - **a.** To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulation;
   - **b.** To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter

registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulation;

c. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4);

d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170©(2)(B); or

e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

6. not applicable.

7. not applicable.

8. not applicable.

9. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation a perpetual, irrevocable, nonexclusive and royalty free license to publish, disseminate and use in any manner any publications, studies, or research funded by this grant, at its sole discretion.

10. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

Print: Craig Puckett for American Logistics

Transportation Provider Authorized Representative

Sign: _____ Date: 9-11-07