



DATE: September 25, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH FACILITATING ACCESS TO COORDINATED TRANSPORTATION (FACT) FOR SENIOR SHUTTLE SERVICES**

**SYNOPSIS**

Staff recommends that the City Council approve a one-year professional services agreement beginning September 30, 2013 with Facilitating Access to Coordinated Transportation (FACT) of Oceanside for senior shuttle services, for a contract price not to exceed \$66,150; and authorize the City Manager to execute the agreement.

**BACKGROUND**

In December 2006 the Genentech Foundation donated \$115,000 to the City of Oceanside to implement a senior shuttle program. In Summer 2007 staff implemented a Request For Proposal (RFP) process for the selection of a company to provide senior shuttle services. In August 2007 the Senior Commission recommended the selection of American Logistics Company. On October 3, 2007, the City entered into a Professional Services Agreement with American Logistics Company for senior shuttle services. The Agreement ended September 30, 2008. Subsequent amendments paid through grant funds and a City match maintained the agreement until June 30, 2013.

On July 1, 2009, the City Council accepted TransNet Senior Mini-grant funds from SANDAG for Fiscal Year 2009 through 2011. The accepted grant funds included funding and match requirements for three senior transportation services, including the senior shuttle program for the three-year period with match funds appropriated on an annual basis through the budget process. The Fiscal Year 2012-13 program operated through an administrative grant extension of the 2009-2011 TransNet Grant to expend all funds remaining from the cumulative three years. On June 6, 2012, City Council approved the Fiscal Year 2012-13 annual budget which included the required grant match for Fiscal Year 2012-13. The Fiscal Year 2013-14 program will operate with TransNet Senior Mini-grant funds from SANDAG awarded for an additional year of services to the senior transportation program.

On June 5, 2013, City Council approved the Fiscal Year 2013-14 annual budget which included the required match for Fiscal Year 2013-14 TransNet funds.

In July 2013 the staff issued a Request For Proposal for the selection of a company to continue to provide senior shuttle services. Three proposals were returned for review from Yellow Cab North County, American Logistics Company and Facilitating Accesses to Coordinated Transportation (FACT). The review committee recommended the selection of Facilitating Access to Coordinated Transportation (FACT).

## **ANALYSIS**

The City of Oceanside has been working on solutions for senior transportation since 1997. Available funding had been the primary deterrent to implementing those solutions, and the senior shuttle program's future is contingent on the receipt of grant funds. Consequently, staff was directed to apply for transportation funds as they become available.

The senior transportation program is a comprehensive approach which includes a three-pronged method: senior shuttle service, taxi scrip subsidy, and volunteer driver service. One single service does not meet every senior's need. While providing door-to-door service, the senior shuttle also provides reassurance to seniors that they will be on time for important scheduled medical appointments.

There are currently over 1,900 Oceanside resident seniors enrolled in the transportation program, receiving one or all three of the services offered. Approximately 330 one-way rides are provided by the shuttle program on a monthly basis. Seniors pay a minimal \$5 per one-way ride for any authorized destination including anywhere within Oceanside City limits, Camp Pendleton Hospital, Scripps Encinitas, Kaiser Carlsbad, Kaiser San Marcos, Palomar Pomerado San Marcos, any medical facility in the Tri-City area, and the Vista transit station.

## **FISCAL IMPACT**

The Senior Transportation Program is budgeted, as a whole, for the three transportation services at a total operating cost of \$301,296.00 of which \$88,535 has been allocated toward the shuttle portion of the program in TransNet Grant funds, \$15,000 in fares (paid by riders) and \$8,100 in General Fund Match for a total shuttle service budget of \$96,635. Sufficient funds will be available for the contract amount of \$66,150.

The FY 2013-14 Senior Transportation Program is budgeted as follows:

TransNet Grant (contract)	\$ 198,300	817130800212.5305
General Fund Match (contract)	\$ 59,996	935931101.5305
Fares (paid by riders)	\$ 43,000	935931101.5305
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Total Project Budget FY 2013-14	\$ 301,296	

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

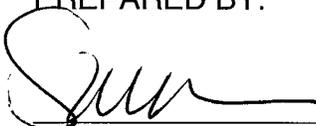
**CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATION**

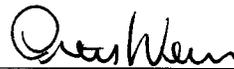
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PREPARED BY:



Shannon Jones  
Senior Management Analyst

SUBMITTED BY:



Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Margery Pierce, Neighborhood Services Director

Michael Blazenski, Interim Financial Services Director



Attachments: Professional Services Agreement

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Senior Shuttle Transportation Services**

THIS AGREEMENT, dated September 4, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Facilitating Access to Coordinated Transportation, Inc (FACT), hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows: The CONSULTANT agrees to meet, or exceed, the Scope Of Work as listed in Attachment I. The CONSULTANT will provide 350 one-way, door-to-door, vehicle trips per month with capability to provide access assistance between the hours of 6:00 a.m. and 6:00 p.m. Sunday through Monday utilizing vehicles with capability to accommodate wheelchairs, walkers, scooters, and service animals, providing ridesharing opportunities when possible. CONSULTANT will provide reservation services in the form of a direct call center, coordinating all requests, reservations and rides.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT 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. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants 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 CONSULTANT hereby certifies that the CONSULTANT 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 CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

## Senior Shuttle Transportation Services

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

4.2 CONSULTANT 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)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT 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 CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT 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 CONSULTANT pursuant to this

## Senior Shuttle Transportation Services

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 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, 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. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees

## Senior Shuttle Transportation Services

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, CONSULTANT 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 CONSULTANT.

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

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$66,150

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2014.

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

10. **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 or CONSULTANT.

The CONSULTANT 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.

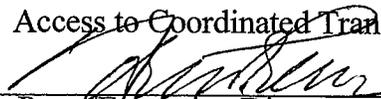
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**Senior Shuttle Transportation Services**

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
13. **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 CONSULTANT 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 on the dates set forth below.

Facilitating Access to Coordinated Transportation, Inc CITY OF OCEANSIDE

By:  By: \_\_\_\_\_  
Arun Prem/Executive Director City Manager

By: \_\_\_\_\_ APPROVED AS TO FORM:  
Name/Title   
32-0173841 City Attorney  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

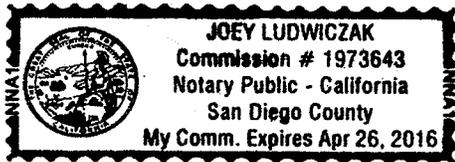
CIVIL CODE § 1189

State of California }  
County of SAN DIEGO }

On SEPT 19, 2013 before me, JOEY LUDWICZAK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ARUN PRAM  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____   | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_