



DATE: August 6, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

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

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement with Facilitating Access to Coordinated Transportation (FACT) of Oceanside for senior shuttle services for FY 2014-15 in the amount of \$73,500, and authorize the City Manager to execute the amendment.

BACKGROUND

In December 2006 the Genentech Foundation donated \$115,000 to the City 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.

In July 2013 staff issued a Request For Proposal for the selection of a company to continue to provide senior shuttle services. The review committee recommended the selection of Facilitating Access to Coordinated Transportation (FACT). On September 30, 2013, the City entered into a Professional Services Agreement with FACT for senior shuttle services. Shuttle services were provided to seniors in 2013-14 through this agreement. Amendment 1 will extend the services for 2014-15, maintaining shuttle services for seniors through the Solutions for Seniors on the Go transportation program.

ANALYSIS

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 as well as locations such as, but not necessarily limited to, 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 for the three transportation services at a total operating cost of \$269,902 for FY 2014-15. The total cost of Amendment 1 is \$73,500. There are sufficient funds available in the budget in account numbers 817136800273.5305 (CalTrans grant funds) and 935931101.5305 (General Fund match). CalTrans New Freedom Cycle 7 Grant funds and General Fund Match are the funding source for this contract.

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

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement with Facilitating Access to Coordinated Transportation (FACT) of Oceanside for senior shuttle services for FY 2014-15 in the amount of \$73,500, and authorize the City Manager to execute the amendment.

PREPARED BY:



Shannon Jones
Senior Management Analyst

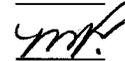
SUBMITTED BY:



Steven R Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Margery Pierce, Neighborhood Services Director
James Riley, Financial Services Director





Attachments: Amendment 1
 Professional Services Agreement

CITY OF OCEANSIDE

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF OCEANSIDE AND
FACILITATING ACCESS TO COORDINATED TRANSPORTATION, INC. (FACT)**

THIS AMENDMENT NUMBER ONE (1) TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "AMENDMENT") dated July 1, 2014 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and the FACILITATING ACCESS TO COORDINATED TRANSPORTATION, INC. (FACT), hereinafter designated as "CONTRACTOR".

RECITALS

WHEREAS, CITY and CONTRACTOR are parties to that certain AGREEMENT dated September 4, 2013, hereinafter referred to as the "AGREEMENT", for the provision of shuttle services to Oceanside seniors, age 65 years and older.

WHEREAS, CITY and CONTRACTOR agree that senior transportation is an essential service provided under the terms of the AGREEMENT and is needed to promote the independence of Oceanside senior residents.

WHEREAS, CITY has received grant funds to continue the services rendered under the AGREEMENT.

WHEREAS, the parties wish to extend the time for CONTRACTOR to provide the senior shuttle services described in the AGREEMENT.

AMENDMENT

NOW, THEREFORE, in consideration of which, and for other valuable consideration set forth herein, the parties hereto do mutually agree that the AGREEMENT be amended as follows:

1. Section 1, SCOPE OF WORK, is hereby amended by amending Attachment 1, subsection B.3., Cost, as follows:

B.3.a. Costs.

1. One-way trips 0-5 miles long: \$15
2. One-way trips over 5 miles: \$15 for first 5 miles + \$2.50 for additional miles.
3. A flat rate of \$17.50 per trip will be billed for no shows.

2. Section 7, COMPENSATION, is hereby amended to add subsection 7.1 as follows:

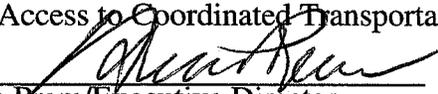
7.1. Additional Compensation. CONTRACTOR'S compensation for all work performed in accordance with the AGREEMENT is increased by \$73,500 for a total contract price of \$139,650.

3. Section 8, TIMING REQUIRMENTS. CONTRACTOR agrees to continue performance of the scope of work for the term of July 1, 2014 through June 30, 2015 or until all funds are expended, whichever occurs first.

4. Except as expressly set forth in this AMENDMENT, the AGREEMENT shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the AGREEMENT, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2014.

Facilitating Access to Coordinated Transportation, Inc. CITY OF OCEANSIDE
By:  By: _____
Arun Prem/Executive Director City Manager
By: ARUN PREM EXEC. DIRECTOR
Name/Title APPROVED AS TO FORM:
32-0173841 
Employer ID No. City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of SAN DIEGO

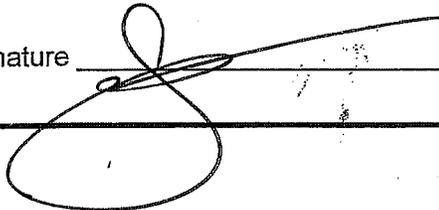
On JULY 24, 2014 before me, JOEY LUDWICZAK, Notary Public
(insert name and title of the officer)

personally appeared Arun Prem
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.

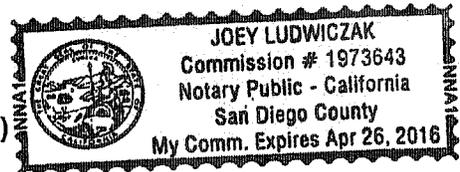
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



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.

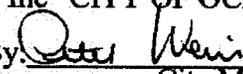
Senior Shuttle Transportation Services

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.

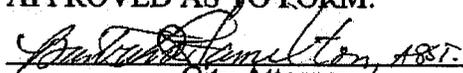
Facilitating Access to Coordinated Transportation, Inc CITY OF OCEANSIDE

By: 
Arun Prem/Executive Director

By: 
City Manager

By: _____
Name/Title
32-0173841
Employer ID No.

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

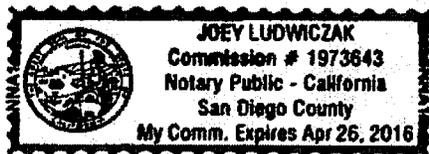
State of California

County of SAN DIEGO

On SEPT 10 2013 before me, JOEY LUDWICZAK, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ARUN PARM
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: _____

- Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
- Individual Individual
- Partner — Limited General Partner — Limited General
- Attorney in Fact Attorney in Fact
- Trustee Trustee
- Guardian or Conservator Guardian or Conservator
- Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

A Introduction

Full Access and Coordinated Transportation Inc. (FACT) is pleased to submit a proposal in response to the RFP issued by City of Oceanside to perform Senior Shuttle Transportation Services. We have reviewed the service related and all other requirements in the RFP and believe that FACT is in a strong position to provide reliable, safe, high quality and cost effective transportation services for senior residents of Oceanside.

As the Consolidated Transportation Services Agency (CTSA) we are mandated under State law to coordinate transportation services to optimize the use of all existing resources. FACT created a brokerage that pooled the resources of 10 (includes taxis) existing private for profit and nonprofit transportation providers. The brokerage promotes competition between the providers, maximizing the use of vehicles and resources. It also allows us to provide some of the most cost effective demand response transportation in the State.

FACT operates RideFACT a senior dial-a-ride serving all 18 cities in San Diego County as well some rural and suburban areas. Operation of RideFACT is supported by the in-house brokerage as well as a call center comprising FACT staff. We are providing approx. 1,100 one way passenger trips a month to seniors all over urban and suburban San Diego at the present time.

We plan to use FACT owned vehicles that were 100% grant funded to provide this service. Reservations and scheduling will be handled by FACT's call center staff. We believe we have sufficient staffing to accommodate the additional trips proposed.

FACT is a nonprofit and our objective in proposing these services is to further FACT's Mission to "Assist San Diego County residents with barriers to mobility to achieve independence through coordination of transportation services". FACT is able to procure trips at competitive rates because the brokerage allows us to purchase excess capacity and we are not paying for deadhead mileage. We also have access to Section 5310, which gives us sufficient control over FACT owned vehicles, to guarantee availability of services needed under this arrangement. By leveraging the costs of performing this service against FACT's other mobility management services, we are in a position to offer highly competitive terms as well the combined expertise of our staff and contracted service provider(s).

B SCOPE

1. Service Delivery:

350 one-way trips per month:

FACT provided over 1,100 one way trips a month in June 2013. The trips were procured from the brokerage which is managed by FACT. The brokerage comprises 10 transportation service vendors with

well over 100 vehicles and has the capacity to provide additional 350 one-way trips a month. FACT will primarily use FACT owned new accessible minivans (year 2013) with capacity to seat 5 ambulatory passengers or 2 passengers using wheelchairs with 3 ambulatory passengers at a time. The minivans are leased to Sol Transportation who will operate the vehicles and act as subcontractor to FACT for this service. Sol Transportation has an agreement with FACT that allows them to participate in the brokerage. FACT and Sol will sign a new MOU that specifies additional requirements under this arrangement that are not covered by the existing brokerage agreement. The brokerage vendors will serve as a back up in case additional trips are needed or in emergency situations.

Reservations for FACT services (RideFACT) are handled by FACT's call center which is staffed by 3 full time Mobility Coordinators between 9am-4pm weekdays. FACT is able to expand call center hours to include weekends if needed, in order to accommodate the reservations requirements for the Senior Shuttle Service. Services will be available between 6am -6pm, 7 days a week. Accessible services will be provided as needed. Door to door transportation as well as driver assistance in boarding or leaving the vehicle and assistance with luggage, etc. will be provided as appropriate.

FACT will encourage as well as assist Sol Transportation with ridesharing opportunities. Due to the shared call center for Senior Shuttle and RideFACT services, FACT staff will be able to identify opportunities to route trips which would lead to greater efficiency and cost reductions. The ridesharing parameters will ensure that rides are not excessively long as well as ensure that on time performance is maintained.

FACT has access to Language Line assistance through an arrangement with 2-1-1 of San Diego. FACT call center staff have access to the service which is capable of providing live translation in 150 languages. FACT has 2 bilingual Spanish speaking employees including one full time Mobility Coordinator.

2. Reporting

The service provider will supply FACT with a detailed monthly invoice of trips provided, missed or canceled. The invoice includes data on the rider's name, address of pick up location and destination, passenger miles, service hours, shared rides and fares. FACT's reservation log maintains status information on rider eligibility status, accessible trips, language assistance and other special needs. This information can be provided to the City of Oceanside along with invoice data as needed.

3. Cost

FACT's cost proposal for Senior Shuttle Transportation Services for the City of Oceanside:

Prices include the \$5 one-way fare paid by rider. The \$5 fare per one-way trip will be retained by FACT. There is no additional cost for door-to-door service or assistance. The same rates apply to ambulatory as well as accessible trips.

One-way trips 0-5 miles long:	\$13
One-way trips longer than 5 miles:	\$2.10/mile

Sample cost and invoice amounts per one-way trip:

One-way mileage	Rate	Total cost	Less Fare \$5	Invoice Amt.
3	Flat rate	\$13.00	\$8.00	\$8.00
10	\$2.1/mile	\$21.00	\$16.00	\$16.00
20	\$2.1/mile	\$42.00	\$37.00	\$37.00

4. Additional Requirements:

FACT undertakes to abide by current local, state and federal laws, regulations and policies affecting provisions of any services under this proposal. FACT has completed Certifications and Assurances required by FTA for Caltrans, SANDAG and FTA grants and has complied with all the requirements.

FACT agrees that all the terms and conditions of the City's contract No. 5004297 for grant funding with SANDAG shall be passed through to FACT, as well as to sub contractors.

FACT is not subject to PUCTRA fees; Sol Transportation, FACT's subcontractor is subject to PUCTRA fees and evidence of payment of such fees is enclosed as **Attachment A**.

FACT as well as Sol will provide any records pertaining to the service upon request to the City and/or SANDAG.

FACT and Sol comply with and operate in accordance with Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin.

FACT and Sol have an EEO policy to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, sex, disability, age, or national origin.

FACT will provide insurance naming the City and SANDAG additional insured with liability in the amount of \$1m and aggregate of \$2m, Professional, Errors and Omissions Insurance in the minimum amount of \$250,000 and provide certification that FACT complies with provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation.

FACT has office space to receive reservations and local complaints.

FACT has demonstrated experience in the specialized field of transportation services, including the provision of services to senior clientele.

FACT has demonstrated experience in receiving, scheduling and coordinating vehicle rides.

C REQUIRED INFORMATION

Description of lead personnel and supporting personnel who will be providing services. Identify services to be provided by each personnel. Include qualifications and experience of personnel, including language capabilities of any staff that will be providing services to the public.

The services will be provided by FACT in collaboration with Sol Transportation acting as subcontractor.

FACT will assign the following staff to this Service:

Meagan Schmidt - Manager, Service Planning, will serve as the lead for all services provided under this contract.

Meagan has worked with FACT for 2 years. She managed the implementation of the RideFACT service and manages the daily operations of RideFACT with a staff of 3 mobility coordinators. Meagan manages contract and compliance for 10 transportation providers in the brokerage. She leads the Service Development Committee, a regional group of stakeholders who assist with planning FACT's transportation services.

Meagan will manage all aspects of the proposed services.

3 full-time Mobility Coordinators: Noah Minner, Leticia Corona and Franco Coniglione. Mobility Coordinators operate the call center during 8:00 am to 5:00pm, Monday through Friday. Each mobility coordinator is familiar with FACT's transportation provider database and capable of providing transportation referrals to callers who are looking for transportation. Mobility Coordinators also accept reservations for all RideFACT trips and schedule the trips by working with transportation contractors in FACT's brokerage. They provide updates to riders when needed and respond to customer service issues as well as work with contractors to coordinate the service delivery. Leticia is a fluent **Spanish** speaker and Franco speaks **Italian**. FACT has an agreement with 2-1-1 San Diego which provides us access to 2-1-1's contracted language line services that can provide real time translation assistance in **150 languages**.

Budd Anderson - Administrative Assistant provides back-up support to Mobility Coordinators when call volume is high or when a Mobility Coordinator is absent. Budd is familiar and experienced in all aspects of the Mobility Coordinator's job.

Sol Transportation (subcontractor) will assign the staff as needed for this service. Arturo Ayala, Principal, will be the designated contact and the lead for any communications with Sol or any services provided by Sol.

Sol provides transportation for schools, seniors, persons with disabilities, veterans, and general public under a variety of contracts. The diversity of services provided and experience offered by Sol is backed by their reputation for reliable and quality services. Sol Transportation is also a member of FACT's brokerage and

provides trips for the RideFACT program. FACT has worked with Sol Transportation since 2010. Sol has trained and professional staff who are qualified to handle the requirements of the proposed services. Sol's staff will accept reservation information provided by FACT and schedule and dispatch trips. The trips will be assigned to Sol's employee drivers who are assigned to FACT owned vehicles. Sol will also manage the customer service and compliance activities under this proposal. FACT has signed an MOU with Sol Transportation identifying their additional obligations under this subcontracting arrangement. FACT has already signed a brokerage vendor agreement with Sol which covers most of the compliance requirements under this proposal. Sol's MOU is included as **Attachment B**.

List of Organization Board members and titles:

- Bob Campbell, **Chair**
- Hon. Dave Roberts, **Vice Chair**
- LaVonna Connelly, **Secretary**
- Susan Hafner, **Treasurer**
- Hon. John Aguilera
- Hon. Teresa Arballo Barth
- Alane Haynes
- Phil Monroe
- Norine Sigafoose
- Milena Chakraverti - Wuerthwein **Ex officio**

Description of Similar work performed:

FACT has over two years of experience in providing demand response senior transportation as well as 7 years of experience with providing transportation referrals over the telephone. The call center operated by FACT has experienced and qualified staff who are familiar with senior transportation needs and also familiar with all the transportations services available in the County.

Poway Adult Day Healthcare Center Service:

In late 2012, FACT received a request from the Poway Adult Day Health Care Center to provide trips to clients who were formerly receiving transportation on Center's vehicles. The rides were long, originating in Fallbrook, Vista and Escondido and ending in Poway, and several riders required accessible transportation. FACT was able to put together a transportation plan with assistance from Sol Transportation and the service was implemented in December 2012, within a month of the request.

During the most recent 6 month FACT provided 1,249 one way trips. 322 of the trips required accessible vehicles. These trips are shared rides which have been serviced using a mix of FACT's 5310 vehicles and others owned by Sol. The trips originate in North County locations and are routed to ensure riders arrive

FACT

promptly at the Center and are picked-up for return trips at a specified time each weekday. FACT staff receives a list of riders each week and new riders are added on an ongoing basis, there are set days for each rider attending the Center; however, there are often changes, cancellations and make-up trips which are coordinated on a daily basis. Poway ADHC is pleased with the quality of the service, on-time performance and the quality of the drivers and staff associated with it. A letter of support from PADHC is enclosed in **Attachment C** – Letters of Support.

FACT's RideFACT and Ramona Senior Transportation services:

In September 2010, FACT implemented a senior dial-a-ride in Ramona which provided up to 50 one way trips a month to seniors within Ramona. Ramona service was terminated after one year, In October 2011, due to introduction of similar senior transportation by NCTD.

In January 2012, FACT implemented RideFACT senior dial-a-ride as a pilot project in the combined areas of Poway, Rancho Bernardo and Escondido. The service area was expanded to all cities in San Diego beginning July 1, 2012. Over the last 18 months (through June 30, 2013) RideFACT has provided 8,128 one-way trips. The service is user friendly and cost effective.

A copy of the most recent audit completed with letter to management is enclosed as **Attachment D**.

) A detailed budget that includes each service cost and total cost for services is enclosed as **Attachment E**.

Current Board Resolution approving the authorized signatory for the agency is enclosed as **Attachment F**.

**Full Access Coordinated Transportation, Inc. (FACT)
Oceanside Senior Transportation
BUDGET**

EXPENSES	COST
Trip Cost Valuation ¹	\$117,211.50
Cost for Reservations	\$3,451.91
Operations Indirect	<u>\$1,800.00</u>
FACT Procurement Cost	\$122,463.41
<hr/>	
Proposed Reimbursement - City of Oceanside Provide 3,150 one-way trips (10 mi. avg.)	\$66,150.00

TOTAL PROJECT COST² \$56,313.41

¹ Valuation is based on cost to FACT of providing the trip at the negotiated FTA Section 5310 program rate. FACT currently reserves trips using FTA Section 5310 vehicles at \$37.21 (\$2.48/mile), but is proposing to offer a discounted rate of \$2.10/mile (>5 miles) for Oceanside Senior Transportation services.

² FACT will leverage Mobility Management funds to offset the deficit shown in Total Project Cost



Full Access & Coordinated Transportation, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS
of
Full Access & Coordinated Transportation, Inc. (FACT)
THE SUBMITTAL OF A PROPOSAL APPLICATION TO THE
City of Oceanside
FOR Senior Shuttle Transportation Services
COMMITTING THE RESOURCES FOR THE PROJECT AND STATING THE ASSURANCE OF
Full Access & Coordinated Transportation, Inc. (FACT)
TO COMPLETE THE PROJECT

WHEREAS, the City of Oceanside issued a Request for Proposal (RFP) on July 3, 2013 for Senior Shuttle Transportation Services; and

WHEREAS, Full Access & Coordinated Transportation, Inc. (FACT) wants to submit a proposal application to the City of Oceanside for Senior Shuttle Transportation Services

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Full Access & Coordinated Transportation, Inc. (FACT):

1. Confirms that Full Access & Coordinated Transportation, Inc. (FACT) is a 501(c)(3) non-profit California corporation and is eligible to submit a proposal application and enter into an agreement with the City of Oceanside for the Senior Shuttle Transportation Services project.
2. Approves the submittal of a proposal application to the City of Oceanside for the Senior Shuttle Transportation Services project, and
3. Authorizes the persons) listed below to sign the proposal submission form and sign an agreement with the City of Oceanside for Senior Shuttle Transportation Services

Name (print): Anna Prem

Title: Executive Director

Signature

PASSED AND ADOPTED BY THE FACT Board of Directors this 25th day of July, 2013

Board Chair, Board Chair

ATTEST:

LaVonna Connelly, Secretary