

STAFF REPORT



ITEM NO. 18
CITY OF OCEANSIDE

DATE: June 24, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FACILITATING ACCESS TO COORDINATED TRANSPORTATION (FACT) FOR SENIOR SHUTTLE SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$187,200 to the Professional Services Agreement with Facilitating Access to Coordinated Transportation (FACT) of Oceanside for senior shuttle services for FY 2015-16 and FY 2016-17; and authorize the City Manager to execute the amendment.

BACKGROUND

In December 2006 the Genentech Foundation donated \$115,000 to the City of Oceanside to implement a senior shuttle program. In the summer of 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 (PSA) with American Logistics Company for senior shuttle services. The PSA 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 RFP 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 PSA with FACT for senior shuttle services and on August 6, 2014, Amendment 1 extended the agreement for FY 2014-2015. Shuttle services were provided to Oceanside seniors in 2013-14 and 2014-15 through this agreement. Amendment 2 will extend the services for FY 2015-16 and FY 2016-17, 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 1,500 Oceanside resident seniors enrolled in the transportation program, receiving one or all three of the services offered. Approximately 400 one-way rides are provided by the shuttle program on a monthly basis, an increase of 50 rides since the initial 2013 PSA. Seniors pay a minimal \$5 per one-way ride for any authorized destination including anywhere within Oceanside, Vista, and Carlsbad City limits as well as locations such as, but not necessarily limited to, Camp Pendleton Hospital, Scripps Encinitas, and the Palomar Medical Center Escondido.

FISCAL IMPACT

The Senior Transportation Program is budgeted for FY 2015-2016, for the three transportation services at a total operating cost of \$309,548. Allocated toward the shuttle portion of the program for FY 2015-2016, is \$93,600; Transnet Grant funds (817130815212.5355) \$76,100, New Freedom Grant funds (817136800273.5355) \$5,833 and General Fund (935931101.5355) of \$11,667. Sufficient funds will be available for the two-year contract amount of \$187,200.

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 2 in the amount of \$187,200 to the Professional Services Agreement with Facilitating Access to Coordinated Transportation (FACT) of Oceanside for senior shuttle services for FY 2015-16 and FY 2016-17; and authorize the City Manager to execute the amendment.

PREPARED BY:


Janet Batchelor
Program Specialist

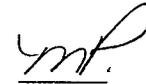
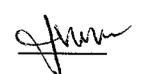
SUBMITTED BY:


Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Margery Pierce, Neighborhood Services Director

Jane M. McPherson, Interim Financial Services Director

Attachments: Professional Services Agreement
Amendment 1
Amendment 2

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
---------------------------------------	--------------

*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.

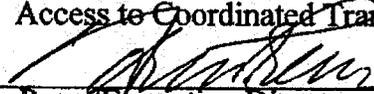
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

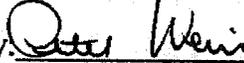
Senior Shuttle Transportation Services

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:
, A&T.
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 19, 2013 before me, JOEY LUDWICZAK, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ARUN PERRY
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.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

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: _____

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: _____
Arun Prem/Executive Director

By: _____
City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CITY OF OCEANSIDE

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF OCEANSIDE AND
FACILITATING ACCESS TO COORDINATED TRANSPORTATION, INC. (FACT)**

THIS AMENDMENT NUMBER TWO (2) TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "AMENDMENT") dated July 1, 2015 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and 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: \$16
2. One-way trips over 5 miles: \$16 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, subsection 7.1 is hereby amended as follows:

7.1. Additional Compensation. CONTRACTOR'S compensation for all work performed in accordance with the AGREEMENT is increased by \$93,600 for fiscal year 2015-2016 and \$93,600 for fiscal year 2016-2017 for a total contract price of \$326,850.

3. Section 8, TIMING REQUIRMENTS. CONTRACTOR agrees to continue performance of the scope of work for the term of July 1, 2015 through June 30, 2017 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 _____, 2015.

Facilitating Access to Coordinated Transportation, Inc. CITY OF OCEANSIDE
By: [Signature] By: _____
Arun Prem/Executive Director City Manager
By: ARUN PREM EXEC APPROVED AS TO FORM:
Name/Title DIRECTOR
320173841 [Signature]
Employer ID No. City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

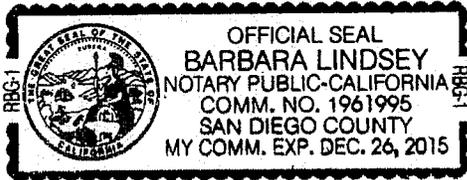
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On JUNE 12, 2015 before me, BARBARA LINDSEY, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ARUN PREM
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AMENDMENT 3 TO PSA Document Date: JULY 1, 2015
Number of Pages: 1 Signer(s) Other Than Named Above: MICHELLE SKAGGS LAWRENCE
CITY MANAGER

Capacity(ies) Claimed by Signer(s)
Signer's Name: ARUN PREM

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

Other: EXECUTIVE DIRECTOR
Signer Is Representing: FACILITATING ACCESS TO COORDINATED TRANSPORTATION

Signer's Name: _____

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

Other: _____
Signer Is Representing: _____