



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Kate Gallo, Recreation Manager

Reviewed by: Jesse Bobbett, Community Services Director

Approved by: Steve McClary, Interim City Manager

Date prepared: October 12, 2021 Meeting date: November 8, 2021

Subject: Amendment to Professional Services Agreement with Ventura Transit System for Dial-A-Ride Services

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Ventura Transit System extending the term and geographical service area of the Agreement for three years through December 31, 2024.

FISCAL IMPACT: Funding in the amount of \$190,000 was included in the Adopted Budget for Fiscal Year 2021-2022 in Account Number 203-3009-5145-00 (Proposition A Transportation Services - Dial-A-Ride Services). Funding for additional years will be included in future fiscal year budgets. There is no use of General Fund dollars for this program.

WORK PLAN: This item was included as item 7.e. in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The Dial-A-Ride program (DAR) was incorporated in 1993 to provide transportation services for local senior citizens ages 60 and over and individuals with disabilities. Patrons utilize the service to access health and social services, such as medical appointments and trips to the pharmacy and grocery store.

Riders pay \$1.00 each way for trips to the Malibu Senior Center, \$2.00 each way for trips within City limits, and \$4.00 each way for trips outside City limits. The program is subsidized by Proposition A transportation funds allocated to the City by the Los Angeles County Metropolitan Transit Authority. Since 2018, the average annual cost of the program is approximately \$105,000.

On November 13, 2018, the Council approved a three-year Professional Services Agreement (Agreement) with Ventura Transit System (Consultant) to provide transportation services for the DAR program. Since that time, the Consultant has played a critical role in providing access to transportation for Malibu residents, including approximately 7,500 hours of transportation service and 5,000 trips serving 150 riders.

With the current Agreement expiring on December 31, 2021, staff recommends amending the Agreement to extend the term for an additional three years through December 31, 2024. Due to increased labor and operating costs, the Consultant has proposed updated hourly and administrative fees associated with the Agreement.

Current Agreement

	Hourly Fee	Total Monthly Administrative Fee - 1 Vehicle	Total Monthly Administrative Fee - 2 Vehicles
2018-2021	\$40.00	\$ 2,500.00	\$ 4,000.00

Proposed Amendment

	Hourly Fee	Total Monthly Administrative Fee -1 Vehicle	Total Monthly Administrative Fee - 2 Vehicles*
2022	\$45.00	\$ 2,750.00	\$ 4,500.00
2023	\$46.50	\$ 3,000.00	\$ 5,000.00
2024	\$48.00	\$ 3,250.00	\$ 5,500.00

*Only charged if the City determines a second vehicle is needed to meet rider demand

The Amendment will expand the geographic service area of the program to include the City of Agoura Hills and the City of Calabasas, north of Las Virgenes Canyon Road. The expanded service area will more effectively meet rider needs while avoiding periods of heavy traffic on Pacific Coast Highway and shortening the length of time for round-trip travel. Additionally, the Consultant will increase the general comprehensive and automotive liability coverage in the Agreement.

ATTACHMENT:

Amendment No. 1 to Professional Services Agreement with Ventura Transit System

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on November 8, 2021 by and between the CITY OF MALIBU, hereinafter referred to as “City”, and Ventura Transit System, Inc., hereinafter referred to as “Consultant”

The City and the Consultant agree as follows:

RECITALS

A. On November 13, 2018, the City entered into an Agreement with Consultant for Dial-A-Ride services through December 31, 2021 (the “Agreement”).

B. The City desires to amend the Agreement to extend the term to December 31, 2024, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant’s Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, is hereby extended to December 31, 2024.
3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended to the totals listed in Section 1.0 for the Term of Agreement and shall not exceed \$200,000 annually or \$600,000 for the Term of Agreement.
4. Section 6.4 – Insurance, of the Agreement, is hereby amended as:

INSURANCE: With respect to performance of work under this contract, Consultant shall maintain and submit no less than one (1) day prior to the beginning of the term of this contract, in the amounts specified as listed below:

(a) Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) shall be maintained by the Consultant.

(b) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage shall be maintained by the Consultant. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(c) Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the scope of work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident shall be maintained by the Consultant.

(d) Umbrella or excess liability insurance with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- 1) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason
- 2) Pay on behalf of wording as opposed to reimbursement
- 3) Concurrency of effective dates with primary policies
- 4) Policies shall “follow form” to the underlying primary policies.
- 5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other insurance provisions and requirements:

- (a) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.
- (b) General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (c) Coverage provided by the Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.
- (d) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
- (e) The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees or sub-contractors.
- (f) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5. The parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
6. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of January 1, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: Mahmood Babaeian
Title: CEO, Ventura Transit System, Inc.

**Ventura Transit System and City of Malibu Dial-A-Ride Service
Scope of Work**

- A. Ventura Transit System (VTS) will provide shared-ride transportation for individuals age 60 and older and people with disabilities who reside within City of Malibu limits.
- B. The City of Malibu, Community Services Department will process all rider applications and provide a list of approved riders to VTS weekly (or as new riders are approved).
- C. VTS will provide transportation to the areas listed in Attachment 1 during the designated service hours listed. Shared rides are encouraged.
- D. VTS will provide transportation during the designated service hours:
 - a. Monday through Thursday
8:00 am to 5:00 pm
 - b. Friday
8:00 am to 4:00 pm
- E. VTS will provide monthly invoices to the City of Malibu by the 10th day of each month at the following rates:

	Hourly Vehicle Fee	Monthly Administrative Fee Vehicle 1	Monthly Administrative Fee Vehicle 2 (If Approved by City)
2022	\$45.00	\$2,750.00	\$4,500.00
2023	\$46.50	\$3,000.00	\$5,000.00
2024	\$48.00	\$3,250.00	\$5,500.00

City will notify VTS before the 1st of the month if the second vehicle will be scheduled.

- F. Riders will schedule rides at least 24 hours in advance and will be picked up at the specific reservation time. In the event that a rider fails to show for a scheduled ride, the City of Malibu will pay Ventura Transit System \$10.00 per cancellation, if the ride was not cancelled more than 24 hours in advance. If VTS fails to pick up a rider for a scheduled ride or is late by more than 30 minutes without a reasonable cause, VTS shall provide the City with a \$45.00 credit per incident on the next invoice.
- G. Riders will pay fares directly to VTS. All caretakers accompanying riders must also pay the Dial-A-Ride fair.
 - a. One Way Fares
 - \$1.00 Malibu Senior Center
 - \$2.00 Malibu City Limits
 - \$4.00 Outside City Limits

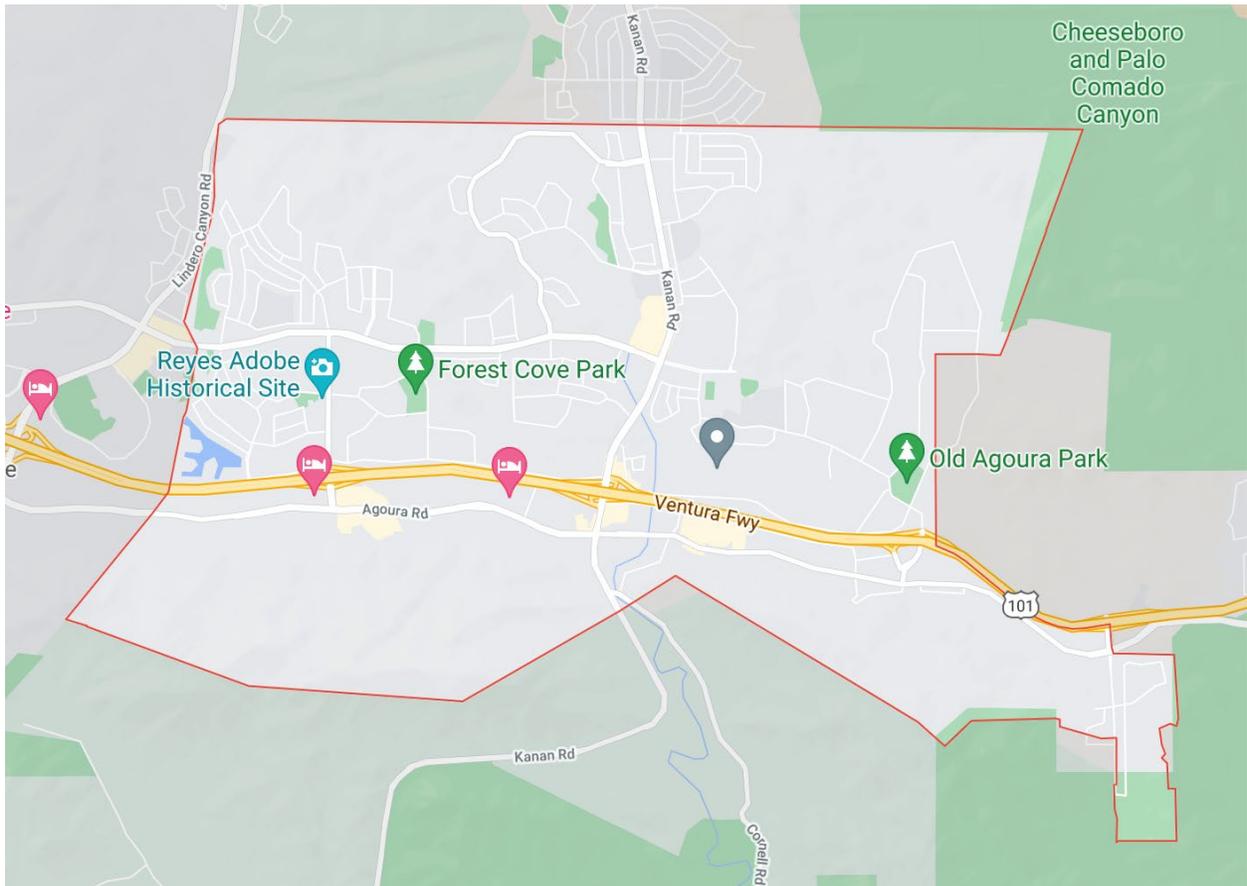
- H. If there are no rides scheduled by 5:00 pm the weekday prior, VTS will not bill the City for the hourly vehicle fee the following day.
- I. If only one round trip ride is scheduled by 5:00 pm the weekday prior, VTS will bill the City for ½ of the daily hours the following day.
 - a. Monday - Thursday 4.5 hours, Friday 4 hours

**Ventura Transit System and City of Malibu Dial-A-Ride Service
Approved Boundaries 2022-2024**

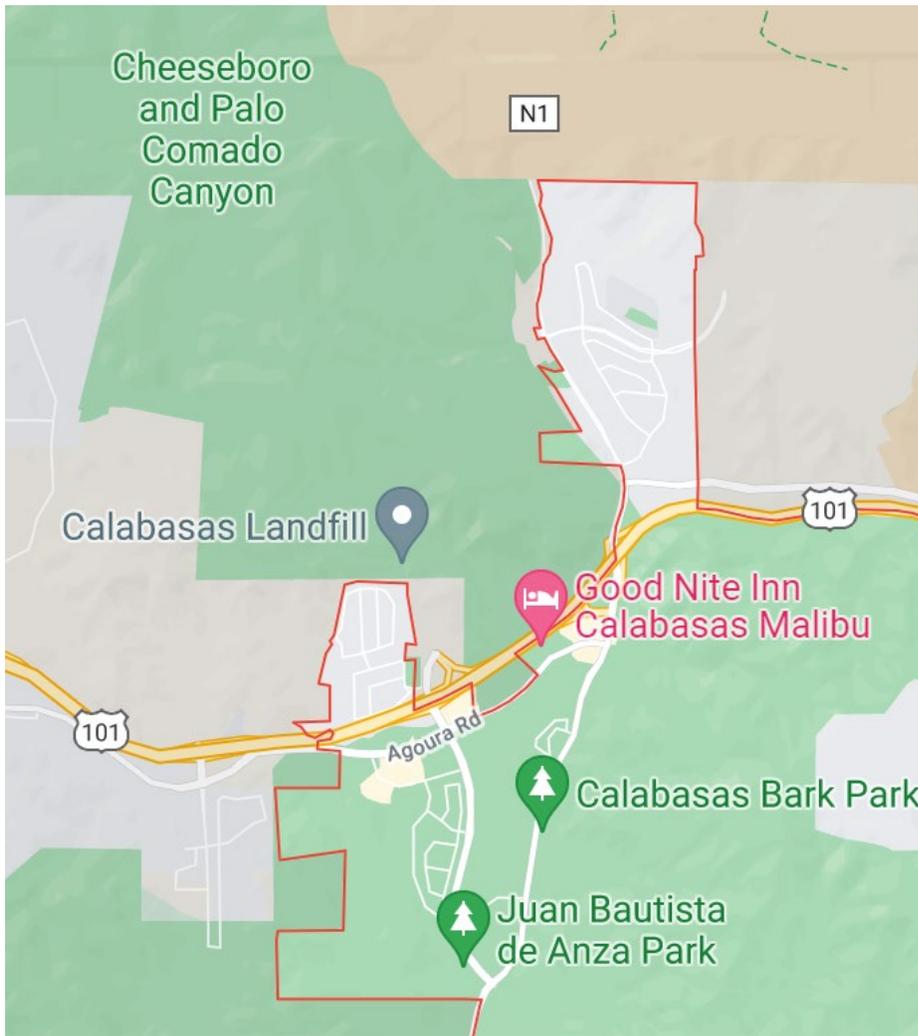
City of Malibu City Limits



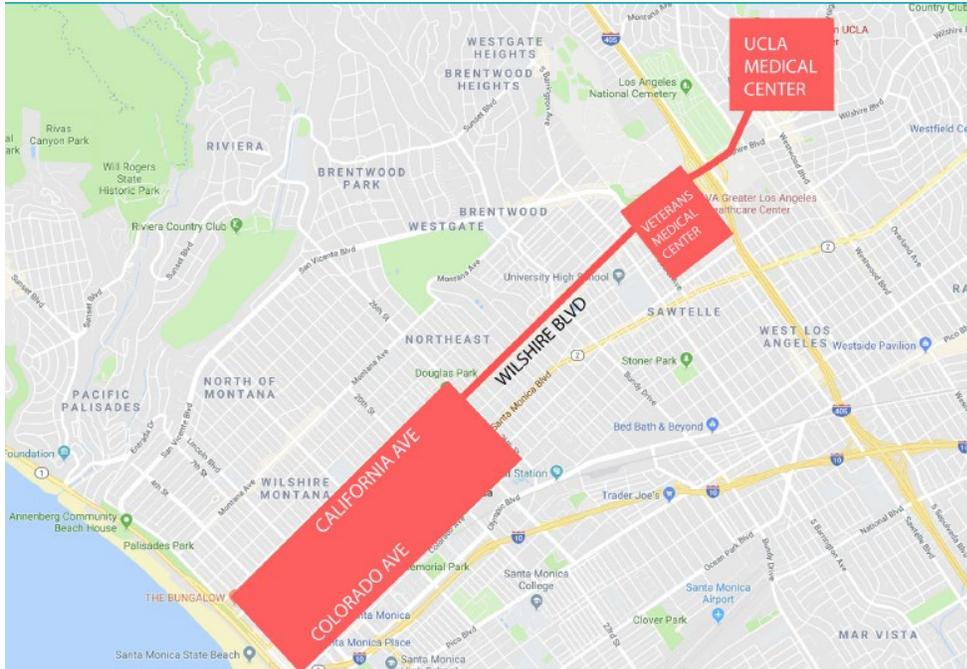
City of Agoura Hills City Limits



City of Calabasas City Limits North of Las Virgenes Canyon Road



**City of Santa Monica between California Avenue and Colorado Avenue and
UCLA Medical Center and Veterans' Medical Center in West Los Angeles**



Kaiser Permanente in Woodland Hills

