

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director
Prepared by: Shaun Kroes, Senior Management Analyst




DATE: May 8, 2009 (CC meeting of 05/20/09)

SUBJECT: Consider Amendment No. 1 to Agreement for Bus Services with Durham School Services, Adding Additional Days of Service to the Moorpark Beach Bus and Increasing Driver Background Check Requirements; and Consider Additional Changes to Moorpark Beach Bus and Summer Youth Bus Pass Program

SUMMARY

The City Council is being asked to consider approving an amendment (Attachment 1) to the Agreement for Bus Services with Durham School Services, to expand the Summer Beach Bus program and add additional driver background check requirements. Additional Beach Bus program changes are detailed below, however, they do not require amending the Agreement. The Council is also being asked to consider increasing the Beach Bus fare to \$5 round trip for students/adults (currently \$3 round trip) and \$2 round trip for seniors/disabled (currently \$1 round trip). Staff is also recommending that the City's Summer Youth Bus Pass program be updated to establish a Summer Youth Bus Pass for Moorpark City Transit and a separate bus pass system for the Beach Bus.

BACKGROUND

The Moorpark Beach Bus, implemented in 2001, has provided Moorpark residents with an opportunity for low cost trips to Zuma Beach during the summer. Over the years, the program has expanded. In 2001 and 2002 the Beach Bus provided one round trip to and from Zuma Beach on Tuesdays and Thursdays. In 2003, the City increased the number of trips to two round trips per day and began going to San Buenaventura Beach on Thursdays. Beginning in 2004, the City switched to two round trips to Zuma Beach on Tuesdays and Thursdays, dropping San Buenaventura Beach due to lack of ridership. Since returning to Zuma Beach, ridership has increased and the City has received positive feedback from passengers. In 2008, the Beach Bus provided nearly 2,000 round trips, a 24% increase compared to 2007. In 2008, passenger demand for the service increased to

the point where the bus was reaching capacity during both trips before the bus had finished picking up at each bus stop. Although providing the Tripper Bus allowed the City to provide service for all passengers, it also increased costs. The 2008 Beach Bus program cost \$20,562 and collected \$5,285 in fares for a net cost of \$15,277. The Beach Bus is funded with Transportation Development Act (TDA) funds and passenger fares (currently \$3.00 round trip for students/adults and \$1.00 round trip for seniors/disabled).

DISCUSSION

Although Durham has been able to provide the Tripper Bus, it is not an ideal situation, due to the uncertainty of whether or not the additional vehicle will be needed on a particular day. Staff proposes a few changes to the Beach Bus program in order to provide as much service as possible for the passengers, while also keeping costs down. These proposed changes include:

1. Increase Beach Bus Service to two trips per day, Monday through Thursday for ten weeks during the summer.
2. Remove Tripper Bus service. The extra days of service should help to reduce daily demand.
3. Rotate the order of bus stops that the Beach Bus uses. On Mondays and Wednesdays, the Beach Bus will start at Peach Hill Park and make its way to Campus Canyon School. On Tuesdays and Thursdays, the Beach Bus will start at Campus Canyon School and make its way to Peach Hill Park.
4. Increase Beach Bus fare from \$3.00 round trip to \$5.00 round trip for students/adults.
5. Increase Beach Bus fare from \$1.00 round trip to \$2.00 round trip for seniors/disabled.
6. Fares will remain free for passengers five and under.
7. Passengers will be given tickets for their return trips. Passengers who use the first trip to Zuma Beach will be required to use the first return trip from Zuma Beach. Passengers who use the second trip to Zuma Beach will be required to use the second return trip from Zuma Beach. This will prevent passenger overflow concerns and ensure that everyone who traveled to the beach will be able to return to Moorpark.

With the increase in service it is estimated to cost approximately \$25,000 in Summer 2009, compared to \$20,562 in Summer 2008, when Tripper Bus services were utilized. Raising the fare for Summer 2009 is expected to create a revenue increase of 60% in an approximate amount of between \$10,000 to \$15,000, covering approximately 40% to 60% of the program costs. In 2008, fares covered approximately 25% of program costs. There are sufficient funds in FY 2008/09 to fund June 2009.

In addition to changes in the Summer Beach Bus Program, staff is proposing changes to the Summer Youth Bus Pass Program. The Summer Youth Bus Pass currently costs \$20 and provides unlimited ridership on Moorpark City Transit and the Summer Beach Bus

from the first day of June to the second Friday of September for passengers under the age of 21. Originally intended to encourage the youth of Moorpark to utilize public transit, the increase in Beach Bus fare necessitates changes to the Summer Youth Bus Pass. Resolution 2005-2422 allows the City Manager to authorize special promotional fare offers, discounts, or passes. Staff proposes the following changes:

1. Reduce the Summer Youth Bus Pass to \$15 and limit its use to Moorpark City Transit only.
2. Establish a "Buy 3, Get One Free" bus pass card for the Summer Beach Bus. This card will have 4 spots for the bus driver to hole-punch. Once all four trips are used, the cards will be invalid. The Beach Bus driver will be able to sell the bus passes as well, providing easy access for passengers. The "Buy 3, Get One Free" bus pass will also be available for students/adults and seniors/disabled.

FISCAL IMPACT

The summer 2009 Beach Bus Program is expected to cost \$25,000. The proposed FY 2009/10 budget includes funding for the expanded service. It is estimated that \$10,000 to \$15,000 of the Beach Bus cost will be covered by fares for an estimated maximum net cost of \$15,000. This is about the same cost as FY 2008/09.

SUMMARY

The summary of recommended changes to the Beach Bus program is:

1. Increase Beach Bus Service to two trips per day, Monday through Thursday for ten weeks during the summer.
2. Remove Tripper Bus service. The extra days of service should help to reduce daily demand.
3. Rotate the order of bus stops that the Beach Bus uses. On Mondays and Wednesdays, the Beach Bus will start at Peach Hill Park and make its way to Campus Canyon School. On Tuesdays and Thursdays, the Beach Bus will start at Campus Canyon School and make its way to Peach Hill Park.
4. Increase Beach Bus fare from \$3.00 round trip to \$5.00 round trip for students/adults.
5. Increase Beach Bus fare from \$1.00 round trip to \$2.00 round trip for seniors/disabled.
6. Fares will remain free for passengers five and under.
7. Passengers will be given tickets for their return trips. Passengers who use the first trip to Zuma Beach will be required to use the first return trip from Zuma Beach. Passengers who use the second trip to Zuma Beach will be required to use the second return trip from Zuma Beach. This will prevent passenger overflow concerns and ensure that everyone who traveled to the beach will be able to return to Moorpark.
8. Reduce the Summer Youth Bus Pass to \$15 and limit its use to Moorpark City Transit only.

9. Establish a "Buy Three, Get One Free" bus pass card for the Summer Beach Bus. This card will have four spots for the bus driver to hole-punch. Once all four trips are used, the cards will be invalid. The Beach Bus driver will be able to sell the bus passes as well, providing easy access for passengers. The "Buy Three, Get One Free" bus pass will be available for students/adults and seniors/disabled.

STAFF RECOMMENDATION Roll Call Vote

1. Authorize City Manager to approve Amendment No. 1 to Agreement.
2. Approve proposed changes as contained in this report to Summer Beach Bus program and Summer Youth Bus Pass program.

Attachment:

- 1 – Amendment No. 1: Agreement for "Bus" Services

AMENDMENT NO. 1

AGREEMENT BETWEEN THE CITY OF MOORPARK AND DURHAM SCHOOL SERVICES FOR "BUS" SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and Durham School Services, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, on June 5, 2008, the City and Contractor entered into an Agreement for providing Beach Bus and Excursion services, hereto referred to as Agreement, pertaining to all things necessary to operate and manage Beach Bus and Excursion services of the City of Moorpark; and

Whereas, the City desires to expand the Beach Bus service from Tuesdays and Thursdays to Mondays through Thursdays; and

Whereas, the City desires to add additional Agreement language to include further driver background check requirements; and

Whereas, both City and Contractor agree to both adjustments to the Agreement and now wish to document said Agreement by jointly approving this Amendment No. 1 to the June 5, 2008 Agreement by amending the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

I. Driver Background Checks

Section 12.12 is hereby added to the Agreement and reads:

12.12: Background Checks: Contractor must be registered with the Department of Justice as a Human Resources Agency. Contractor shall perform background checks on drivers utilizing a vendor such as Live Scan to ensure that the requirements of California Vehicle Codes 12517.3 and 13370 are met.

II. Service Days and Hours

Section 7 of "Exhibit 2 Scope of Services for Bus Excursion Services" is hereby amended to add Mondays and Wednesdays to the days of operation for the Moorpark Beach Bus.

III. Drivers

Section 7 of "Exhibit 2 Scope of Services for Bus Excursion Services" is hereby amended to require that the Contractor must be registered with the Department of Justice (DOJ) as a Human Resources Agency to ensure DOJ background checks of all drivers have been performed.

IV. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

CONTRACTOR:
Durham School Services.

Steven Kueny, City Manager

Janet Cook, Vice-President, Pacific
Southwest Region

Date _____

Date _____

ATTEST:

Deborah S. Traffenstedt, City Clerk