

**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: April 23, 2010 (CC meeting of 05/05/10)

SUBJECT: Consider Agreement to Provide Beach Bus and Excursion Services with Durham School Services

SUMMARY

The City Council is being asked to consider approving an Agreement (Attachment 1) with Durham School Services to provide bus trip services including the Summer Beach Bus and Camp Moorpark. The City's last Agreement with Durham School Services expired August 20, 2009, however, Durham School Services did provide 2010 pricing which is being used in this year's Agreement.

BACKGROUND/DISCUSSION

A summary of the 2009 Beach Bus program is attached (Attachment 2). As mentioned in Attachment 2, staff proposes the following Beach Bus 2010 program:

1. Reduce Beach Bus Service to two trips per day, Tuesday through Thursday for ten weeks during the summer. Last summer there were four days of service per week, however, the demand does not appear to be sufficient to justify four days.
2. Continue not to have the tripper bus service.
3. Beach Bus will start its pick up and drop off at Campus Canyon School and continue to Peach Hill Park. Even with the reduced days of service, the apparent decrease in ridership that has occurred should enable all passengers to utilize the service.
4. Maintain Beach Bus fare at \$5.00 round trip for students/adults.
5. Maintain Beach Bus fare at \$2.00 round trip for seniors/disabled.
6. Fares will remain free for passengers five and under.
7. Passengers will be given wrist bands 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. Continue the "Buy Three, Get One Free" Beach Bus program.
9. Continue the Summer Youth Bus Pass Program.

FISCAL IMPACT

Estimated costs to operate the Beach Bus and Camp Moorpark services for this year are as follows:

- Beach Bus \$24,000
- Camp Moorpark \$21,500

It is estimated that \$7,500 of the Beach Bus cost will be covered by fares for an estimated maximum net cost of \$16,500, or about 6.9% less than Summer 2009, when \$8,198 in fares were received for 1,763 passengers. The Summer 2009 Beach Bus net TDA cost was \$17,725. The \$16,500 will be funded from the City's Transportation Development Act funds (TDA). Bus costs for Camp Moorpark are funded by camp registration fees.

TDA funds have been decreasing over the past couple of fiscal years. As a result, fewer TDA funds have been available for Streets and Roads projects.

SUMMARY

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

1. Reduce Beach Bus Service to two trips per day, Tuesday through Thursday for ten weeks during the summer. Last summer there were four days of service per week, however, the demand does not appear to be sufficient to justify four days.
2. Continue not to have the tripper bus service.
3. Beach Bus will start its pick up and drop off at Campus Canyon School and continue to Peach Hill Park. Even with the reduced days of service, the apparent decrease in ridership that has occurred should enable all passengers to utilize the service.
4. Maintain Beach Bus fare at \$5.00 round trip for students/adults.
5. Maintain Beach Bus fare at \$2.00 round trip for seniors/disabled.
6. Fares will remain free for passengers five and under.
7. Passengers will be given wrist bands 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. Continue the "Buy Three, Get One Free" Beach Bus program.
9. Continue the Summer Youth Bus Pass Program.

STAFF RECOMMENDATIONS

1. Authorize City Manager to sign the Agreement, subject to final language approval of City Manager and City Attorney.
2. Approve proposed changes as contained in this report to Summer Beach Bus program.

Attachments:

- 1 – Agreement for “Bus” Services
- 2 – Beach Bus 2009 Summary

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

THIS AGREEMENT, made this _____ day of _____ between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California 93021, hereinafter referred to as "City" and Durham School Services hereinafter referred to as "Contractor".

WITNESSETH

The Parties hereto do agree as follows:

1. Term – The term of this Agreement shall be from the date this Agreement is made and entered, as first written above until May 31, 2011, unless sooner terminated as provided herein.
2. Incorporation by Reference – Exhibit A (Insurance), Exhibit B (Scope of Services), Appendix A (Proposal Cost), Appendix B (Reference Form) and Appendix C (Vehicle Identification Forms) are hereby incorporated and made a part of this Agreement.
3. Entire Agreement – This Agreement contains all of the covenants and agreements between the parties with respect to the rendering of Bus Services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be valid or binding and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended in any way except by a writing expressly purported to be such an amendment, signed and acknowledged by both of the parties hereto.

4. Definitions – "Vehicle" or "backup vehicle" shall mean a bus or van designated by the Contractor for use in providing services under this Agreement, including but not limited to a primary vehicle, an additional wheelchair accessible vehicle and a backup or replacement vehicle if needed due to a mechanical breakdown, traffic incident, or any reason whatsoever to provide transportation services under this Agreement. The backup or replacement vehicle shall be equipped with a wheelchair lift and be of the size, capacity, and design specified in Exhibit B. All vehicles shall be in a safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

5. Compensation – Compensation for services to be performed by the Contractor shall not exceed the daily rate submitted in the Contractor’s Cost Proposal (Appendix A) without additional authorization by the City. Services shall be billed at \$397.85 per day, flat daily rate for five (5) hours of service per day. The rate for each additional hour up to a maximum of twelve (12) hours per day will be \$79.57 per hour for each hour after the initial five (5) hours of service. The City will only pay for services actually rendered. Services rendered shall specifically exclude time for travel to and from the Contractor’s storage facility and downtime for road assistance.

If the Contractor fails to complete the work, fails to provide service for an entire day, or causes a default as specified in Section 6, Liquidated Damages, the City may, at its sole option, notwithstanding other rights and remedies, assess the Contractor at the hour rate \$79.57 per hour and the same rate for each fraction of an hour rounding up to the nearest quarter hour, beginning at onset of service failure or time of an incident that causes service to be interrupted. This assessment shall be deducted from any payment(s) due or to become due to Contractor under the terms of this Agreement. No payment by City shall be construed as a waiver of City’s right to deduct the assessment and the assessment may be deducted from any subsequent payment.

Contractor shall submit to the City a written invoice for services rendered fifteen (15) days following the end of the month for which services were rendered. The City agrees to pay the amount due to the Contractor within thirty-five (35) days following the receipt of said invoice.

6. Liquidated Damages – Contractor shall operate strictly according to the most current bus schedule provided by City and to a reasonable on-time performance standard except where service is interrupted for those reasons stated hereinafter. Service shall be provided as scheduled or according to any adjusted schedule established by City, including route modifications required.

The City may assess liquidated damages for the following defaults:

- (1) If the driver begins or ends a route late by more than twenty (20) minutes; or
- (2) If the driver departs from a stop prior to the designated departure time; or
- (3) If the vehicle in use on the route runs out of fuel; or
- (4) If the driver deviates from a route or fails to follow the route as scheduled; or
- (5) If a vehicle is not properly inspected or cleaned prior to use on the route; or
- (6) If the driver fails to complete a route due to vehicle or driver failure, mechanical failure; or
- (7) If the driver fails to stop for a passenger at a designated stop; or
- (8) If the driver fails to pickup or assist a disabled rider that requires assistance to board and alight from the bus.

The Contractor agrees that any of the above defaults will result in damage and injury to the City. The City and Contractor agree that actual damages occurring to the City because of any one or more of such defaults, on a given day, will be difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the City and the Contractor have negotiated and have agreed that for each calendar day during which one or more defaults occur that the Contractor shall pay to the City, as and for liquidated damages, and not as a penalty, a sum equal to the hourly rate per vehicle compensation due to the Contractor pursuant to Section 5 of this Agreement for each hour during which the incident causing the default occurs.

Said payment for liquidated damages shall be deducted from any payments due or to become due to Contractor under the terms of this Agreement. No payment by City shall be construed as a waiver of City's right to deduct liquidated damages which may be deducted from any subsequent payment.

Contractor shall be excused from performance of the above liquidated damages during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, vandalism, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities of government, or any other occurrences or circumstances which are beyond the control of the Contractor.

7. City Obligations – City agrees to comply with all reasonable requests of the Contractor relative to, and provide access to all documents reasonably necessary for, the performance of Contractor's duties under this Agreement. City shall be responsible for approving all trip routes, time schedules, and fares. City reserves the right to change time schedules. The City and Contractor agree that twelve (12) hours notice by telephone and written facsimile is sufficient notice of any change in at trip previously scheduled with Contractor, without payment or penalty. City may cancel other trips with twenty-four (24) hours written notice with no payment or penalty.
- 8.1 Contractor's Obligations – Contractor agrees to provide services as specified and to do everything required by this Agreement and the Exhibits and Appendixes thereof. Without limiting the generality of the foregoing, Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement, that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.
- 8.2 Background Checks – Contractor must be registered with the Department of Justice as a Human Resources Agency. Contractor shall, at a minimum, 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.

9. Licenses and Registrations – At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses and registrations required of it by law for the performance of the services in this Agreement, including a City Business Registration.
10. Indemnification – Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents (“indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys’ fees and costs of litigation (“claims”), arising from Contractor’s activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of the City indemnitees. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:
 - A. The Contractor shall provide a defense to the indemnitees or at the City’s option reimburse the indemnitees their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims; and
 - B. The Contractor shall promptly pay any final judgment or portion thereof rendered against the indemnitees.
11. Insurance – The Contractor shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Exhibit A, attached to and made part of this Agreement.
12. Independent Contractor – Contractor is and at all times shall remain, as to the City, a wholly independent Contractor. Contractor shall not, at any time or in any manner, represent that he is an officer, employee or agent of the City. Contractor shall comply with all applicable provisions of the Workers’ Compensation Insurance and Safety Acts and Labor Code of the State of California.
13. Amendments – Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.
14. Termination and Suspension – This Agreement, or portions thereof, may be terminated, canceled or suspended in any one of the following manners:
 - 1) By mutual agreement of the parties,
 - 2) Upon thirty (30) days written notice by either party, with or without cause, or
 - 3) If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Contractor fails to perform the

services required of it or fails to perform such services in accordance with the terms hereof, the City, upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate or suspend Contractor's services and any obligations the City may otherwise have under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified day, and City shall have no further obligation to pay for services tendered or otherwise.

15. Ownership of Reports and Data – At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Contractor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.
16. Assignment/Successors – Contractor shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the Contractor is uniquely qualified to perform the services provided for in this Agreement.
17. Attorneys' Fees – If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
18. Non-Discrimination – In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, creed, sex, sexual orientation, national origin or ancestry, religion, or marital status of such person(s). Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.
19. Venue – This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court of law for arbitration of the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in an applicable court in Ventura County, California.
20. Non-Exclusive Agreement – The City reserves the right to contract with other firms during the Agreement term or to issue multiple agreements for individual aspects of the project as may be deemed in the best interests of the City.

21. Public Domain – All products used or developed in the execution of this Agreement will remain in the public domain at the completion of the Agreement.
22. Audit – City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.
23. Interpretation of Agreement – Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Agreement or caused it to be prepared.
24. Waiver of Agreement – No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.
25. Captions and Headings – The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
26. Notice – Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: Steven Kueny
 City of Moorpark
 799 Moorpark Avenue
 Moorpark, CA 93021

Contractor: Chuck Moore
 Durham School Services
 1025 Shary Circle
 Concord, CA 94518

27. Authority to Execute Agreement – Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

28. Responsible Individuals – The individual directly responsible for Contractor's overall performance of the Agreement provisions above set forth and to serve as principal liaison between Contractor and City shall be Chuck Moore, or his designee.

The City Manager, or his designee, shall represent the City in all matters pertaining to the administration of this Agreement, and review and approval of all work to be performed by the Contractor pursuant to this Agreement. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the Scope of Services or change Contractor's compensation.

29. Conflicting Use – Contractor shall not use any vehicle, equipment, personnel or other facilities which are dedicated to the City for performing services under this Agreement for any use whatsoever that in the opinion of the City presents a conflict with the services contemplated by this Agreement.
30. Governing Law – The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

Steven Kueny, City Manager

Date: _____

ATTEST

Deborah S. Traffenstedt, City Clerk

DURHAM SCHOOL SERVICES

John Elliot, CEO

Date: _____

EXHIBIT A INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$5,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liabilities not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is

subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$5,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and the City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right to subrogation prior to a loss. Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any

insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. Contractor is required to provide thirty (30) days notice of any reduction in coverage.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, provide the same minimum insurance required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

**EXHIBIT B
SCOPE OF SERVICE
FOR BUS EXCURSION SERVICES**

SECTION 1. SERVICE DAYS AND HOURS

MOORPARK BEACH BUS

The Moorpark Beach Bus operates from 9 a.m. to 5 p.m. for approximately ten (10) weeks from mid-June to mid-August. The current intent of the City is to offer this service on Tuesdays, Wednesdays, and Thursdays. The public transportation service included in this Scope of Service consists of a single vehicle service for the City with eight revenue hours per day. A school bus is usually adequate for this service. Contractor shall provide service between various stops in the City and a beach destination, such as Zuma County Beach in Malibu. This shall be an unsupervised public transit service. One vehicle shall make two (2) or more round trips each day of service in accordance with a published schedule. Schedule adherence is important for this service.

The City shall determine and set fares. Contractor shall charge passengers exactly as specified unless notified by the City that there will be a deviation from regular fares.

CAMP MOORPARK

Camp Moorpark is a summer recreation program and typically requires one or two (1 - 2) buses on Mondays, Tuesdays, Wednesdays, and Fridays for a ten (10) to eleven (11) week period from June through August. Trips are taken by youth ages 5-14, and are usually trips within Ventura County. This is a subscription service. Participants register in advance with the City. Participants are supervised by City staff.

The City, at its sole option, may contract with more than one bus operator to expand or reduce services during the term of the Agreement. The City, at its sole option, may wish to expand or reduce these services during the term of the Agreement.

SECTION 2. ROUTES

With the exception of the Moorpark Beach Bus, trips shall have one (1) point of origin in the City, which shall be the Arroyo Vista Recreation Center at 4550 Tierra Rejada Road. The Beach Bus has approximately four (4) stops for boarding and alighting in the City. All services usually have one (1) destination point.

The City reserves the right to adjust the routes, providing notice as indicated in this Agreement.

SECTION 3. OPERATIONS

The Contractor shall be responsible for operation of the vehicles used to provide services contemplated by this Agreement. The Contractor shall ensure at all times that vehicles used for passenger conveyance shall be operated with due regard for the safety, comfort, and convenience of the public. The Contractor shall be responsible for complying with all applicable federal, state and local laws and requirements.

SECTION 4. CONTRACTOR VEHICLES

Contractor shall provide all necessary vehicles, including one (1) primary bus and at least one (1) backup bus to ensure continuation of service in case of a breakdown of the primary bus. All Contractor-supplied vehicles shall have less than 75,000 original odometer miles. The Contractor shall at all times be required to have a backup vehicle available for use in the event that the primary vehicle is unable to operate.

Contractor shall provide a vehicle equipped with a wheelchair lift and meet ADA standards. Backup vehicles shall be in safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

In the event that the vehicle being used by the Contractor breaks down, the Contractor shall provide a backup vehicle on site within one and a half (1 ½) hours.

The Primary vehicles shall have a minimum of twenty-five (25) bench seats and a seating capacity of approximately seventy-five (75) children at three (3) passengers per bench seat, and approximately fifty (50) adults at two (2) passengers per bench seat. All vehicles must have storage for luggage. Air conditioning, large tinted windshield and passenger windows are desirable but not required. A late model school bus in good condition may meet the criteria for vehicles.

SECTION 5. MAINTENANCE

The Contractor shall perform the duties and accept the responsibilities set forth in connection with the maintenance of the Contractor's vehicles used to provide services under this Agreement. Contractor's buses, vans, school buses or other vehicles accepted to the City that are used to provide services under this Agreement are referred to in this section as "vehicles". The omission of a duty or responsibility herein shall not relieve the Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and dial-a-ride public transportation system of a kind and character such as Moorpark City Transit.

- 5.1. **Maintenance Facility:** The Contractor shall provide and maintain an appropriate fixed maintenance facility within a 35-mile radius from the City. The facility shall be equipped with all tools and equipment necessary for maintenance of vehicles in accordance with this Agreement. When out-of-service, vehicles shall be stored at all times either within an enclosed, paved garage, or within a paved, security-fenced outside storage area.
- 5.2. **Daily Maintenance:** The Contractor shall perform daily vehicle servicing on all vehicles under this Agreement. For purposes of this Agreement, daily servicing shall include, but not be limited to: fueling; engine oil, coolant, water, and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; and checking all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. The Contractor shall develop, implement and maintain a written checklist of items included in the daily servicing of the vehicles. The checklist shall be utilized and kept on file for City and California Highway Patrol (CHP) review at any time during regular business hours. The checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.
- 5.3. **Vehicle Cleaning:** The Contractor shall maintain all vehicles in a clean and neat condition at all times.

The interior of the vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grabrails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired at the end of each day. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

The exteriors of vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include the bus body, all windows, and wheels. Rubber or vinyl exterior components such as tires, bumpers fascia fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as often as necessary to maintain an attractive appearance. The bus exterior shall be waxed once every six (6) months.

The vehicles shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from the vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

- 5.4. Preventive Maintenance: The Contractor shall develop and implement a preventive maintenance program. At a minimum, the Agreement's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall meet the manufacturer's specifications and be sufficient so as not to invalidate or lessen warranty coverages of the vehicles. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of schedule.

The Contractor shall not defer maintenance for any reason without the prior written consent of the City. The Contractor shall adjust the work schedule of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule. All parts used for preventive maintenance shall be new and meet manufacturer's specifications.

The City, at its own expense, may inspect the vehicle(s) to ensure that regular preventive maintenance and other is being performed.

- 5.5. Vehicle Repairs: All repairs to the vehicles shall be performed by the Contractor or by other vendors and suppliers and shall be included in the final Agreement cost. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. All required parts shall be new and meet manufacturer's specifications.

Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. The Contractor shall assure the City that required repairs shall not be deferred beyond a reasonable time.

The Contractor shall be familiar with vehicles and equipment warranties and shall comply with all warranty provisions in the conduct of maintenance.

- 5.6. Vehicle Towing: In the event that towing of a vehicle is required due to mechanical failure or damage, the Contractor shall be responsible to provide such towing at the Contractor's sole expense.
- 5.7. Maintenance Records and Reports: The Contractor shall prepare, maintain, and make available to the City, the CHP and/or such other regulatory agencies with

jurisdiction records and data relative to vehicle maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner to fulfill any applicable state or federal requirements, as well as any needs of the City to enable it to evaluate accurately the Contractor's maintenance performance and the operating expense associated with the services provided under this Agreement.

The City maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance work in order to ensure compliance with this Agreement. Such inspection shall not relieve the Contractor of the obligation to monitor continually the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

The Contractor shall prepare and maintain records and reports that shall include, but not limited to, following:

- A. Daily vehicle inspection and servicing checklists.
- B. Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- C. Roadcall reports, or work order, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- D. Monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a back-up vehicle was used, and vehicle roadcalls.

SECTION 6. DRIVERS

Drivers are required to possess a valid California Class B driver's license for the operation of the type of vehicles to be used. The Contractor shall provide thorough training for all personnel for the proper performance of their duties. Drivers shall also be thoroughly trained on the use of all equipment required under this Agreement, including the Contractor's backup vehicles.

At a minimum, drivers shall be required to: wear an approved uniform of clean and neat appearance, be helpful and courteous, ensure that fares are collected and deposited in the farebox, assist senior citizens and disabled passengers, refuse rides to unruly passengers, stay on schedule, obey all traffic laws, and enforce all City transit passenger rules. Drivers shall not smoke in the vehicles or allow passengers to do the same.

City shall have the right, contingent upon the Contractor's personnel policy guidelines, to ask for the temporary or permanent removal of any personnel furnished by Contractor for any reasonable cause (not to be construed as requesting removal from Contractor's

employment). Contractor shall submit a copy of its current personnel policy guidelines with this Agreement and any amendments thereto. All personnel shall be employees of Contractor and Contractor shall be solely responsible for payment of all employees' wages and benefits. Contractor, without any expense to City, shall faithfully comply with the requirements of all applicable laws with respect to employee liability, workers' compensation, unemployment insurance and other forms of social security. Contractor shall also be responsible for withholding of income tax at its source from employees' wages and, furthermore, the Contractor shall indemnify and hold harmless the City and the State of California from any liability, damages, claims, costs, and expenses of any nature arising from alleged violation of such laws.

Contractor shall provide thorough training for all personnel for the proper performance of their duties. Contractor must have a training program encompassing the National Safety Council Defensive Driving Course. This program should also direct itself to dealing specifically with transporting the elderly and mobility impaired. All new employees shall receive proper training and instruction at the time of hiring and prior to being assigned to the service. This training program must be described fully and submitted to City for review within ten (10) days of Agreement approval by the City.

The Contractor shall require pre-employment medical examinations, including drug and alcohol testing, for all prospective drivers and other safety sensitive employees of the Contractor. Any person who has not successfully passed such an examination shall not be permitted to operate a vehicle in any service performed under Agreement to the City. Additionally, the Contractor must have an anti-drug program established for employees under the congressionally mandated Drug-Free Workplace Act. The required anti-drug program would include, in addition to the pre-employment testing, testing after an accident, when there is reasonable cause, periodically, every two (2) years upon receipt or renewal of the Department of Motor Vehicles Medical Examiner's Certificate, and before returning to duty to perform sensitive safety functions after a positive drug test.

The Contractor shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, by providing certification that (a) the drug free workplace actions shall be implemented, and (b) those actions are being/have been implemented.

SECTION 7. BUS OPERATION RECORDS AND REPORTS

The Contractor shall be required to maintain ridership and operations records for this service as deemed necessary by the City.

The Contractor shall be responsible for submission of monthly service summary reports to the City. These reports, to be submitted by the Contractor within fifteen (15) days of the end of each calendar month, shall include, but not limited to, the following:

- A. Listing of all vehicles in service.
- B. Date, time, and length of time for any service disruptions.
- C. Corrective actions taken for breakdowns and roadcalls.

- D. A monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a backup vehicle was used, and vehicle roadcalls.
- E. Total passenger counts by demographic category and fare (student, adult, senior citizen, handicapped, etc.) by day.
- F. Passenger counts by payment method (cash, one-way ticket, and discounted passes) by day.
- G. Missed or abbreviated route trips, unusual incidents while on duty.
- H. From time to time, at the City's request, the Contractor shall record passenger activity per stop.

Additionally, the Contractor shall collect, record and report annually other statistical data required under Section 15 of the Federal Transit Act which includes, but is not limited passenger count by fare, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, and wheelchair boardings.

SECTION 8. FARES

The Summer Beach Bus is a general public transportation service and passengers must pay a fare. The Contractor shall collect fares in accordance with fare policies as set by the City. The fares collected shall be recorded and submitted to the City at the end of each service day along with the fare collection sheet for that day. Most excursion and charters sponsored by the Recreation Division, such as Camp Moorpark will not have fares that the Contractor has to collect.

SECTION 9. CONTACT INFORMATION

Contractor shall provide the City with emergency and after hours contact telephone numbers and pagers that the City may use as necessary to communicate with the Contractor after normal working hours.

SECTION 10. RADIO COMMUNICATION

The Contractor shall provide to the vehicles the necessary communication equipment to allow for communication between the driver and the Contractor's maintenance facility.

The Contractor shall notify the City, at the first available opportunity, of any vehicle breakdowns or other problems that may cause schedule delays.

SECTION 11. SPECIAL SERVICES

From time to time the City may wish to expand the hours or the days of services to the community. With twenty-four (24) hours written notice, Contractor shall provide the special service using the Agreement vehicles, at the regular hourly rate.

Moorpark Bus Excursions

APPENDIX A
PROPOSAL COST FORM

TO: City of Moorpark

In response to the Request for Proposals for Excursion and Charter Bus Service, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined. It is understood that each of the service alternatives will be operated annually approximately the number of hours noted.

Cost Option 1 – Bus excursions with a late model school bus or equal.

Bus Excursions -			
Cost Per Hour	Five (5) Hour Cost	Each Additional Hour	Year
\$75.00	\$375.00	\$75.00	2008
\$77.25	\$386.25	\$77.25	2009
\$79.57	\$397.85	\$79.57	2010

The undersigned understands that any conditions placed on the items stated above, clarification made to the above, or information submitted on or with this form (other than that requested) will render the proposal unresponsive. If awarded the Agreement, the undersigned hereby agrees to sign said Agreement and to furnish the necessary certificates and performance bond.

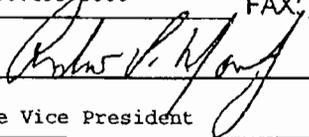
PROPOSER: Durham School Services

CONTACT: Janet Cook

TITLE: Region Vice President

ADDRESS: 1431 Opus Place, Suite 200, Downers Grove, IL 60515

TELEPHONE: 630.435.8000 FAX: 630.435.8105

SIGNATURE: 

TITLE: Executive Vice President

APPENDIX B
PROPOSER REFERENCE FORM - PARTS I AND II

PART I

GENERAL INFORMATION

1. NAME Durham School Services

2. Bidder is a: (circle one)
Corporation Partnership Association/Sole Proprietorship

3. Bidder's address and Telephone Number:
1431 Opus Place, Suite 200
Downers Grove, IL 60515
(630) 435-8000

4. Name, Title, and Telephone Number of Bidder's Authorized Representative:
Janet Cook, Vice President, Pacific Southwest Region
2713 North River Ave., Rosemead, CA 91770-3303
(626) 573-3769, ext. 1361

5. Bidder's Credit References: (Include names, address, and telephone numbers of at least three references, one of which must be the organization's bank)
 - A. Bank of America
231 LaSalle Street, Chicago, IL 60604
(312) 828-0940 - Helen Zitzman

 - B. Fleet Charge
8650 College Blvd.
Overland Park, KS 66210 (913) 451-2400

 - C. Thomas Built Buses, Inc.
P.O. Box 2450
High Point, NC 27261 (336) 841-5904

Moorpark Bus Excursions

PART II

Client List for Transportation Services Currently and/or Previously Provided:

1. Client Name: Los Angeles County Office of Education
Client Address: 12830 Clark Ave.
Downey, CA 90242-4720
Contact Person: Ken Kobayshi, Transportation and Planning Officer
Telephone Number: (562) 803-8538
Period of Service: 1982 to present

2. Client Name: Las Virgenes Unified School District
Client Address: 4111 N. Las Virgenes Rd.
Calabasas, CA 91302
Contact Person: Dr. Don Zimring, Superintendent
Telephone Number: (818) 878-5200
Period of Service: 1991 to present

1. Client Name: Conejo Valley Unified School District
Client Address: 1400 E. Janss Rd.
Thousand Oaks, CA 91362
Contact Person: Janet Boland, Transportation Specialist
Telephone Number: (805) 497-9511
Period of Service: 1985 to present

APPENDIX C
VEHICLE IDENTIFICATION FORMS - PARTS I and II

PART I - VEHICLE INFORMATION

All bidders shall provide the following information for each type of vehicle the bidder proposes to use in this project. Bidders must submit photographs of vehicle exteriors and depictions of interior seating configuration, to be attached to this form.

- | | | |
|-----|---|---------------------------|
| 1. | Number of Vehicles Provided | 1 |
| 2. | Primary or Back-Up Vehicle | Primary |
| 3. | Vehicle Type/Model/Manufacturer | Conventional FS-65 Thomas |
| 4. | Date of Manufacture | September, 2005 |
| 5. | Passenger Seating Capacity | 17 (5 w/c, 12 amb) |
| 6. | Gross Vehicle Weight Rating | 27,500 |
| 7. | Engine/Transmission Type | Diesel/Automatic |
| 8. | Overall Length | 365" |
| 9. | Exterior Width | 96" |
| 10. | Interior Height | 78" |
| 11. | Aisle Width | 30" |
| 12. | Step Height from Ground | 13" |
| 13. | Destination Signs (Describe Location and Functions):
We place the "Moorpark" magnetic signs over "School Bus" front and rear
and over <u>Durham School Services</u> on sides. | |
| 14. | Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph) | Ricon 2005 S |
| | | |
| | | |

If any used vehicles are proposed, complete Part II of this form.

PART II - STATEMENT OF CONDITION FOR USED VEHICLES

If used vehicles are proposed by the Contractor for use in this project, this form shall be completed for each type of vehicle so proposed.

1. Number of Vehicles Provided 1
2. Primary or Back-Up Vehicle Primary
3. Vehicle Type/Model/Manufacturer Conventional FS-65 Thomas
4. Date of Manufacture September, 2005
5. Passenger Seating Capacity 17 (5 w/c, 12 amb)
6. Gross Vehicle Weight Rating 27,500
7. Engine/Transmission Type Diesel/Automatic
8. Vehicle Length and Exterior Width 365" 96"
9. Interior Height & Aisle Width 78" 30"
10. Step Height from Ground 13"
11. Destination Signs (Describe Location and Functions):
We place the "Moorpark" magnetic signs over "School Bus" front and rear and over Durham School Services on sides.
12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)
Ricon 2005 S
13. Total Accumulated Vehicle Mileage: 49,397
Date of odometer reading: 3/15/08
14. Number of Miles & Hours on Engine and Transmission Since Last Overhaul:
49,397
15. Tire Condition: (circle one) New Used Recapped

Comments: _____

VEHICLE IDENTIFICATION FORMS - PARTS I and II

PART I - VEHICLE INFORMATION

All bidders shall provide the following information for each type of vehicle the bidder proposes to use in this project. Bidders must submit photographs of vehicle exteriors and depictions of interior seating configuration, to be attached to this form.

1. Number of Vehicles Provided 2
2. Primary or Back-Up Vehicle Utilized for either
3. Vehicle Type/Model/Manufacturer Transit/Freightliner/Thomas
4. Date of Manufacture May, 2004
5. Passenger Seating Capacity 87
6. Gross Vehicle Weight Rating 36,200
7. Engine/Transmission Type Cat Diesel/Allison Automatic
8. Overall Length 478.9"
9. Exterior Width 96"
10. Interior Height 78"
11. Aisle Width 13"
12. Step Height from Ground 15"
13. Destination Signs (Describe Location and Functions):
We place the "Moorpark magnetic signs over "School Bus" front and rear and over Durham School Services on sides;
14. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

If any used vehicles are proposed, complete Part II of this form.

PART II - STATEMENT OF CONDITION FOR USED VEHICLES

If used vehicles are proposed by the Contractor for use in this project, this form shall be completed for each type of vehicle so proposed.

1. Number of Vehicles Provided 2
2. Primary or Back-Up Vehicle Utilized for either
3. Vehicle Type/Model/Manufacturer Transit/Freightliner/Thomas
4. Date of Manufacture May, 2004
5. Passenger Seating Capacity 87
6. Gross Vehicle Weight Rating 36,200
7. Engine/Transmission Type Cat Diesel/Allison Automatic
8. Vehicle Length and Exterior Width 478.9" - 96"
9. Interior Height & Aisle Width 78" - 13"
10. Step Height from Ground 15"
11. Destination Signs (Describe Location and Functions):
We place the "Moorpark" magnetic signs over "School Bus" on front and rear and over Durham School Services on the sides.
12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

13. Total Accumulated Vehicle Mileage: 50,549 / 56,235
Date of odometer reading: 3/17/08
14. Number of Miles & Hours on Engine and Transmission Since Last Overhaul:
Same as accumulated mileage
15. Tire Condition: (circle one) New Used Recapped

Comments: _____



Public Works Department

Attachment 2

MEMORANDUM

TO: Yugal K. Lall, City Engineer/Public Works Director

FROM: Shaun Kroes, Senior Management Analyst

DATE: September 30, 2009

SUBJECT: Beach Bus 2009 Summary

The 2009 Summer Beach Bus service began June 15, 2009 and concluded on August 20, 2009. This year, the City attempted to provide increased capacity for passengers by extending the service from Tuesday and Thursday to Monday through Thursday. In addition, the bus pick up route was adjusted to provide equal ridership opportunities. On Mondays and Wednesdays the bus started at Peach Hill Park and followed its route to Campus Canyon School. On Tuesdays and Thursdays, the bus started at Campus Canyon School and followed its route to Peach Hill Park. In addition, passengers were instructed that the trip they took to Zuma Beach determined their return trip. Passengers who used Trip 1 to Zuma Beach were required to use Trip 3 to return to Moorpark. Passengers who used Trip 2 to Zuma Beach were required to use Trip 4 to return to Moorpark. If the driver determined that he had enough capacity, passengers were permitted to switch their return trip.

The Beach Bus performed two roundtrips between Moorpark and Zuma Beach for 36 days. The original program intended to provide 40 days of service, however, increased costs of the service and decreased ridership necessitated the removal of four days to keep the program within budget. Numbers used on this report are for Summer 2009 (June – August). Technically, June 2009 is part of Fiscal Year (FY) 2008/09, and any income and costs would be attributed to that fiscal year.

Ridership

Table 1: Beach Bus Season 2009 and 2008 Comparison

Summer Beach Bus				
2009	Days	Total Round Trips	Passenger Ridership	Total Cost
June 2009	10	538	54	503
July 2009	18	912	51	932
August 2009	8	313	39	532
	36	1,763	49	1,967

Table 1 above compares Summer 2009's ridership to Summer 2008's ridership. During 2009, there were 1,763 roundtrips between Moorpark and Zuma Beach. This is a

10.37% decrease over last season, when 1,967 roundtrips were provided. During Summer 2009 the Beach Bus ran 36 days, compared to 21 days in 2008. The intention of the increased number of service days was to provide more capacity for the nearly 2,000 passengers who had used the service last year. Although the extra number of days did reduce daily demand, it appears as though there was a general decrease in the number of passengers who used the service in 2009, compared to 2008. This topic is covered in more detail later in the report.

Table 2: 2001 - 2009 Beach Bus Passengers

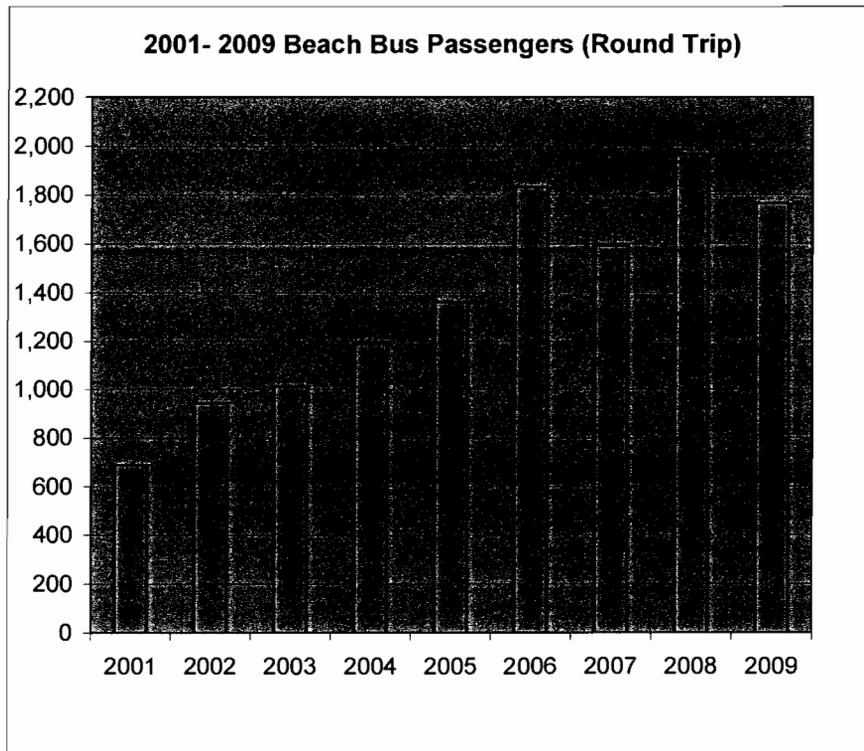


Table 2 above shows the Beach Bus ridership since the Beach Bus began in 2001. There has been a 159% increase in ridership since 2001. During Summer 2001, there were 689 roundtrips. Since 2001 the Beach Bus has evolved. In 2001 and 2002 the Beach Bus provided one round trip to and from Zuma Beach on 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 decided to do two roundtrips to Zuma Beach on Tuesdays and Thursdays. The City decided to stop going to San Buenaventura Beach after 2003 because ridership decreased on Thursdays, with passengers citing that San Buenaventura was colder than Zuma, and too rocky to enjoy the beach. Since returning to Zuma Beach, ridership has increased and the City has received positive feedback from passengers. As noted in the beginning of the report, the City increased the number of days of service in 2009 to meet the anticipated demand in service. Last year, there were frequent days when

passenger demand exceeded capacity. When possible, the City provided a tripper bus to meet the demand. The extra days of service were intended to eliminate the need for a tripper bus. Although the tripper bus was not needed in 2009, there was an overall decrease in ridership. This could be from a number of factors, including the cooler temperatures experienced during several days of service in 2009 compared to 2008; the increase in fare this year compared to last year; the extra rules including pre-determined trips that may have dissuaded passengers from use the Beach Bus; and alternative summer plans for passengers as a result of the Moorpark Unified School District's decreased summer school program.

Program Cost

In 2009, the City collected \$8,198 in fares, compared to \$5,285 collected during Summer 2008, an increase of 55.12%. Staff originally anticipated the revenue to be between \$10,000 and \$15,000. However, the original projection was based on the same number of passengers as last year divided over 40 days of service. The City increased the Beach Bus fare from \$3.00 roundtrip to \$5.00 roundtrip for regular passengers. Seniors and disabled fares increased from \$1.00 roundtrip to \$2.00 round trip. Passengers five and younger remained free. The Beach Bus Program cost \$26,096 this year. This is a 26.9% increase compared to 2008, when the program cost \$20,562. In 2009, the City also implemented a new "Buy Three, Get One Free" Beach Bus pass program. The City sold approximately \$173 in Beach Bus passes. The Summer 2009 program costs to the City, after fare reduction, is \$17,725, compared to \$15,277, a 16.02% increase. Staff originally anticipated overall costs to the City to remain equal to last year, based upon ridership remaining stable. The decreased ridership in 2009 resulted in less fare collected to help offset costs. The overall farebox revenue in 2009 was 31.41%, compared to 25.70% in 2008.

Bus Incidents

No major bus incidents occurred this year. There was one report of graffiti on a bus seat however, no one was identified. In previous years, passengers who were caught damaging the bus seats were suspended for the summer.

Summer Youth Bus Pass

As mentioned before, the City created a new "Buy Three, Get One Free" Beach Bus pass program. The City sold \$173.50 in Beach Bus passes. This included 11 student/adult passes (\$15.00 each) and one senior/disabled pass (\$7.50 each). The Summer Youth Bus Pass was reduced from \$20.00 per pass to \$15.00 per pass. The Summer Youth Bus Pass was also limited to Moorpark City Transit and could no longer be used on the Moorpark Beach Bus. The City sold 29 Summer Youth Bus Passes compared to 95 passes in 2008. The Summer Youth Bus Pass provided unlimited ridership on Moorpark City Transit between June 1, 2009 and September 11, 2009. In previous years, the Youth Pass included the Beach Bus as well. The limitation to

Moorpark City Transit was a result of the concern that too much revenue was being lost on the Beach Bus.

Summer 2010 Preparation

Based upon the average number of passengers per day, it appears as though Wednesdays (66 passengers) and Thursdays (57 passengers) had the higher ridership, compared to Mondays (35 passengers) and Tuesdays (33 passengers). It is recommended that the 2010 Moorpark Beach Bus program be reduced by one day per week. Although Mondays averaged more passengers than Tuesdays, it would be better for program continuity if the 2010 weekly schedule ran Tuesdays through Thursdays. The proposed dates are June 15, 2010 through August 19, 2010. This would provide 30 days of service. If ridership demand justifies additional days, it would be proposed to extend the program another week to include August 24 through August 26, 2010. Based upon the Agreement's 2010 price, daily costs are expected to be \$796. Thirty days of service would cost the City \$23,880. Assuming 50 passengers per day, the City could anticipate \$7,500 in fares, or 31.4% farebox recovery.

The following program features are proposed for 2010:

1. Reduce Beach Bus Service to two trips per day, Tuesday through Thursday for ten weeks during the summer.
2. Continue not to have the tripper bus service.
3. Beach Bus will start its pick up and drop off at Campus Canyon School and continue to Peach Hill Park. Even with the reduced days of service, the apparent decrease in ridership that has occurred should enable all passengers to utilize the service.
4. Maintain Beach Bus fare at \$5.00 round trip for students/adults.
5. Maintain Beach Bus fare at \$2.00 round trip for seniors/disabled.
6. Fares will remain free for passengers five and under.
7. Passengers will be given wrist bands 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. Continue the "Buy Three, Get One Free" Beach Bus Pass program.
9. Continue the Summer Youth Bus Pass program.

C: Steven Kueny, City Manager