

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and ADMINISTRATIVE SERVICES COOPERATIVE, INC., a California corporation (“Consultant”), is entered into effective as of the _____ day of September, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated July 1, 2020 (“Agreement”) whereby Consultant agreed to provide City Dial-A-Ride demand responsive services (“Standard DAR”) based on the curb-to-curb concept for registered participants.

B. City and Consultant now desire to amend the Agreement to implement a Lyft-style model (“Expedited DAR”), to which the following will apply: (i) there will be no age restrictions or disability status eligibility requirements; (ii) riders must be residents of the City; (iii) the entire ride must take place within the City; (iii) each rider is limited to 20 rides per calendar month; (iv) there will be no registration requirement in order to request a ride; and (v) City and rider will each pay 50% of the fare up to a maximum of \$10.00 per ride to be paid by City with any overages to be paid by rider.

C. City and Consultant now also desire to amend the Agreement to remove the age restrictions and disability status eligibility requirements from the Standard DAR.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

A. Exhibit “A,” Scope of Services, of the Agreement is hereby replaced in its entirety with an amended Exhibit “A,” Scope of Services, attached hereto and incorporated herein and made part hereof.

B. Section III of Exhibit “B” of the Agreement, “Special Requirements,” is hereby amended to read in its entirety as follows:

“8.12 City’s Obligations.

(a) Intake: City staff shall provide intake services for qualifying applicants, receive and process applications, and provide the Contractor with new users and their respective user identification pictures ***for applicants of Standard DAR. There shall exist no intake services for Expedited DAR since there are no age-eligibility or disability status requirements to call for a ride.***

(ab) Participant Co-Pays: City staff shall collect, record, and apply the \$2.00 participant *prepaid* co-pays for each trip to the respective profiles of the participants.”

C. Section I of Exhibit “C,” Schedule of Compensation, of the Agreement is hereby amended to read as follows:

“I. Contractor shall perform the following tasks at the following rates:

STANDARD DAR:

SERVICE	MONTHLY RATE
A. Flag Drop:	\$2.85 for the first 1/9 mile or any portion thereof
B. Distance:	\$2.70 for each additional mile or any portion thereof
C. Processing Fee:	\$.50/trip for the first 25,000 trips. \$.35/trip thereafter
D. Admin overhead + web portal access:	\$3,000.00 per month
E. Swipe/Tap Card System:	\$5.00 per new or replacement ID cards

EXPEDITED DAR:

Participants shall pay their drivers 50% of the meter-based cab fare and the City will pay the remaining 50% up to a maximum City subsidy of \$10.00 per ride; put another way, so long as the total fare is \$20.00 or less, City will pay 50%. Participants will pay for any overages exceeding \$20.00 per ride.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
(rjl)

CONSULTANT:

ADMINISTRATIVE SERVICES COOPERATIVE,
INC.

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 1515 W. 190th Street, Suite 250
Gardena, CA 90248

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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OPTIONAL

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	TITLE(S)	TITLE OR TYPE OF DOCUMENT
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	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

- I. The City's Dial-A-Ride ("DAR") Program provides demand-responsive services based on the curb-to-curb concept for registered participants. *The DAR Program consists of both the City's standard DAR program ("Standard DAR") and a newly adopted DAR program ("Expedited DAR") with less restrictions than the Standard DAR.* Contractor will perform the following services for the City's DAR Program in accordance with the following standards, *which, unless otherwise specified, shall apply to both the Standard DAR and Expedited DAR:*

A. **Hours of Operation:** Services shall be made available to participants twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including all holidays.

B. **Eligibility:**

1. ~~Criteria: Contractor shall receive requests for and dispatch Dial-A-Ride taxi services to City of Carson residents who are: (i) at least sixty (60) years of age; or (ii) disabled adults eighteen (18) years of age or older who are unable to use public transit because of a physical, mobile, hearing and/or vision impairment.~~ *Criteria: Contractor shall receive requests for and dispatch Dial-A-Ride taxi services to City of Carson residents without regard to the resident's age or whether or not the resident is disabled due to physical, mobile, hearing and/or visual impairment.*

Expedited DAR:

1. *Criteria: Participants do not sign up and register with the City. Each resident is limited to 20 rides per calendar month.*

Standard DAR and Expedited DAR:

2. Intake: Contractor acknowledges that City staff shall provide intake services for qualifying applicants, receive and process applications, and provide the Contractor with new users and their respective user identification pictures *for applicants of Standard DAR.* Contractor shall issue picture-bearing identification swipe/tap cards to City staff for distribution via postage mail. *There shall exist no intake services for Expedited DAR since there are no age-eligibility requirements, disability status requirements, or prepaid user identification cards required to call for a ride.*

Standard DAR:

3. Participant Co-Pays: Contractor acknowledges that City staff shall collect, record, and apply the \$2.00 participant *prepaid* co-pays for each trip to the respective profiles of the participants.

Expedited DAR:

4. ***Fare: Participants shall pay their drivers 50% of the meter-based cab fare and the City will pay the remaining 50% up to a maximum City subsidy of \$10.00 per ride; put another way, so long as the total fare is \$20.00 or less, City will pay 50%. Participants will pay for any overages exceeding \$20.00 per ride.***

C. Requesting a Ride:

Standard DAR:

1. Dispatch: To request a dial-a-ride trip, passengers must call dispatch at least one (1) hour in advance of their requested pick-up time and provide their user identification number or their first and last name. Participants requesting a Wheelchair Accessible Van (WAV) must call dispatch at least twenty-four (24) hours in advance of their requested pick-up time. Passengers must also physically present their identification card to their driver and confirm their destination prior to embarking.

Expedited DAR:

1. ***Dispatch: To request a dial-a-ride trip, passengers must call dispatch to request pick-up. Dispatch operators shall request the passenger's name, phone number, origin and destination, and shall dispatch a taxi cab to the pick-up location. Passengers must provide their driver's license or California ID card to confirm residency and physically present their identification card to their driver and confirm their destination prior to embarking.***

Standard DAR:

2. Response Times: All drivers shall arrive within a twenty (20) minute window (+/-20) of their scheduled pick up time. If a driver arrives more than twenty (20) minutes past the scheduled pick up time, the trip shall be free of charge and City shall not be billed for any portion of the trip. Contractors shall still be obligated to complete the trip for the passenger and record such trips as a Courtesy Ride. Drivers shall drop off passengers at their destinations no later than twenty (20) minutes past their required drop time. However, the Contractor shall not be held responsible for failure to provide on-time service due to forces beyond its immediate control. These are instances that would be considered "force majeure" situations. In

the event of such an occurrence, sufficient documentation of the circumstances shall be provided to the City for approval by the Contract Officer.

Expedited DAR:

2. ***Response Times: There is no time window for required pick up of passengers but generally pick-ups occur within 10-20 minutes of the call placed to dispatch.***

D. Dispatch Center:

1. Wait Times: Contractor's initial hold time for reservation calls shall not exceed two (2) minutes and the average initial hold time shall not exceed one (1) minute.

Standard DAR:

2. Contractor shall provide a dedicated telephone number for the exclusive use of participants of the program. Contractor shall have dispatch operators identify themselves by saying "Carson Dial-A-Ride" within their greeting.

Expedited DAR:

2. ***Contractor shall provide a dedicated and toll-free telephone number, separate from the dedicated telephone line used for the Standard DAR, for the exclusive use of participants of the Expedited DAR program. Contractor shall have live dispatch operators identify themselves by saying "Carson Dial-A-Ride" within their greeting.***

Standard DAR and Expedited DAR:

3. Contractor's dispatching and schedule system shall include:
 - (a) Maintain a customer database with records of past rides.
 - (b) On-time performance monitoring with ride times, scheduled pickup times versus actual pickup times, and tracking information to verify pick-ups that were completed more than twenty (20) minutes past their scheduled time.
4. Dispatch operators shall at all times be courteous, friendly, helpful, and patient with callers. Operators must possess a strong command of the English language, have translators available for Spanish and Tagalog speaking callers, and accommodate Teletypewriter (TTY) for hearing-impaired callers.

STANDARD DAR:

5. Shared Rides: Contractor shall make every reasonable effort to create shared rides in order to minimize costs to the City and to reduce environmental footprint. To encourage shared rides, passengers who are picked up at the same origin and vehicle and share the same destination shall ride for a single fare. ***Notwithstanding the foregoing, during the period of the COVID-19 emergency only, Contractor shall refrain from creating or allowing shared rides.***

E. Service Area:

Standard DAR:

1. City Boundaries: Passengers may travel to and from all areas of the unrestricted City boundaries as depicted in Exhibit "A-1". Trips that originate and end within these areas may be for any purpose, including but not limited to: banking, shopping, medical, recreational, educational, and social.
2. Outside City Boundaries: Passengers may also travel to and from areas within the defined perimeter outside of City boundaries as depicted in Exhibit "A-1". Trips to any of these areas are allowed for medical and social service purposes ONLY.
3. Satellite locations: In addition to the defined perimeter outside of City boundaries, passengers may also travel to and from seventeen (17) City-approved satellite locations for medical and social service purposes as depicted in Exhibit "A-1".
4. The boundaries of the City and satellite destinations are subject to change at any time and are based solely on the needs of the City.
5. Should a passenger request a non-medical/social service trip to an area outside of the City boundaries, the trip shall be subsidized up to the Carson boundary and the passenger, with his/her acknowledgement, shall be charged the regular taxi rate for this latter leg of the trip. Should the passenger request a non-medical/social service trip out of an area outside of the City boundaries, the first leg leading up to the City boundary shall be charged the regular taxi rate.

Expedited DAR:

1. ***City Boundaries: Passengers may travel only within City boundaries (both place of origin and destination) and there shall be no limitations as to the purpose of travel.***

F. Pick-up and Drop-off Standards:

1. Personal assistance: All drivers shall be courteous and offer curb-to-curb service for any passengers who may appear to need assistance, or as requested by the passengers, with entering/exiting the vehicle, assisting with personal items such as bags or groceries, and opening/closing vehicle doors as needed.
2. Passenger delays: All drivers shall demonstrate patience and courtesy should any passengers require more time entering/exiting the vehicle. As certain passengers may have physical conditions such as loss of hearing or stiff joints, drivers shall be professional, understanding, and safely accommodate the passengers to the best of their abilities.
3. Travel Aide: Passengers may bring up to one (1) travel aide or care provider during their trip. Passengers must request this accommodation when placing their request to the dispatch center.
4. Gratuities: Drivers are strictly prohibited from asking passengers for tips and/or other forms of gratuities. Contractor shall provide or develop a disciplinary plan to ensure adherence to this rule.
5. Safety: Should any passengers express extreme discomfort or concerns for their safety due to the behavior of their driver, Contractor shall counsel the driver to ensure immediate correction within one (1) business day.

G. Driver Requirements:

1. Credentials: Maintain all applicable licenses as required by the State of California for the operation of commercial vehicles. No driver shall be permitted to drive who has: (a) More than two points on his/her driving record within the prior twelve (12) months under the Department of Motor Vehicles point system; or (b) more than three points within the prior thirty-six (36) months under the Department of Motor Vehicles point system; or (c) has had his/her driving privileges placed on probation by the Department of Motor Vehicles; or (d) has been convicted in any jurisdiction of any driving offense(s) involving driving under the influence of alcohol or drugs, driving with a suspended or revoked driver's license, or reckless driving.
2. Be alert, clean in appearance and hygiene, courteous, sober, drug-free, and competent in their driving skills.
3. Operate a vehicle which is safe and clean in appearance, free of smoke and/or strong odors, mechanically sound, and seating capacity for four (4) or more passengers.

4. Smoking and/or vaping inside of the vehicle is strictly prohibited at all times.
5. Under no circumstances shall drivers request gratuities and/or tips from the passenger(s) or public.

H. Drug and Alcohol Testing:

1. Contractor shall conduct an ongoing drug and alcohol testing program which shall meet all applicable state and federal standards to include, but not limited to: test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms.

I. Safety Trainings:

1. Contractor shall have new drivers complete a driver safety training program during their onboarding. The program shall include driver training, map reading, taxicab rules and regulations, computerized dispatch systems, customer relations, sensitivity training for passengers with special needs, Americans with Disabilities Act requirements, and behind-the-wheel training.

J. Vehicles:

1. Each taxicab made available to the City's DAR program shall be a full-sized sedan or minivan and equipped with fully functioning air conditioning and heating systems, speedometers, fuel gauges, 4-way hazard flashers, headlights, windshield washers/wipers, safety mirrors, fire extinguisher, and seat belts. Each vehicle shall also be equipped with onboard radio and/or data tablet for constant communication with dispatch.
2. Wheelchair Accessible Vehicles (WAVs) shall be made available to participants within the same service parameters as regular taxicabs. The WAVs shall meet all requirements of the Americans with Disabilities Act of 1990 and all subsequent and applicable amendments as well as all related Federal Regulations, including but not limited to, 47 CFR Parts 37 and 38.
3. Flag drop meters in all Vehicles shall be calibrated once every twelve (12) months by an approved testing firm. The Contract Officer may require additional calibration if needed to ensure accurate calibration.

K. Accidents, Incidents, Complaints:

1. Contractor shall require that all drivers complete an "Incident Report" or "Accident Report" if they opt to participate in the City's DAR program.

Reports shall be submitted to the Contract Officer within 24 hours of a reportable incident or accident associated with a trip performed for the City.

2. Contractor shall have a dedicated employee to answer the Contractor's customer service issues and complaints received by the City. The associate shall also keep a log of all complaints belonging to the City's DAR program for future review as needed.
3. Customer complaints or Service complaints include, but are not limited to: missed pickups, failure to pick-up, late pick-ups (i.e., 20 minutes or greater), and/or any behavior by Contractor that is in breach of this Agreement (i.e., asking/demanding participants for tips). All complaints must be addressed and resolved by the Contractor within three (3) business days from the original submission.

L. Americans with Disabilities Act:

1. Contractor shall comply with the Americans with Disabilities Act of 1990 and all subsequent and applicable amendments as well as all related Federal Regulations, including but not limited to, 47 CFR Parts 37 and 38.

II. As part of the Services, Consultant will prepare and deliver the following tangible work product to the City:

Not applicable.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

Not applicable.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A. William Rouse, General Manager
- B. Egor Schulman, Dispatch Manager
- C. Marco Soto, Vice President and Director of Operations
- D. Michael Daniels, Safety Manager
- E. Debbie Ascencion, Community Relations Coordinator

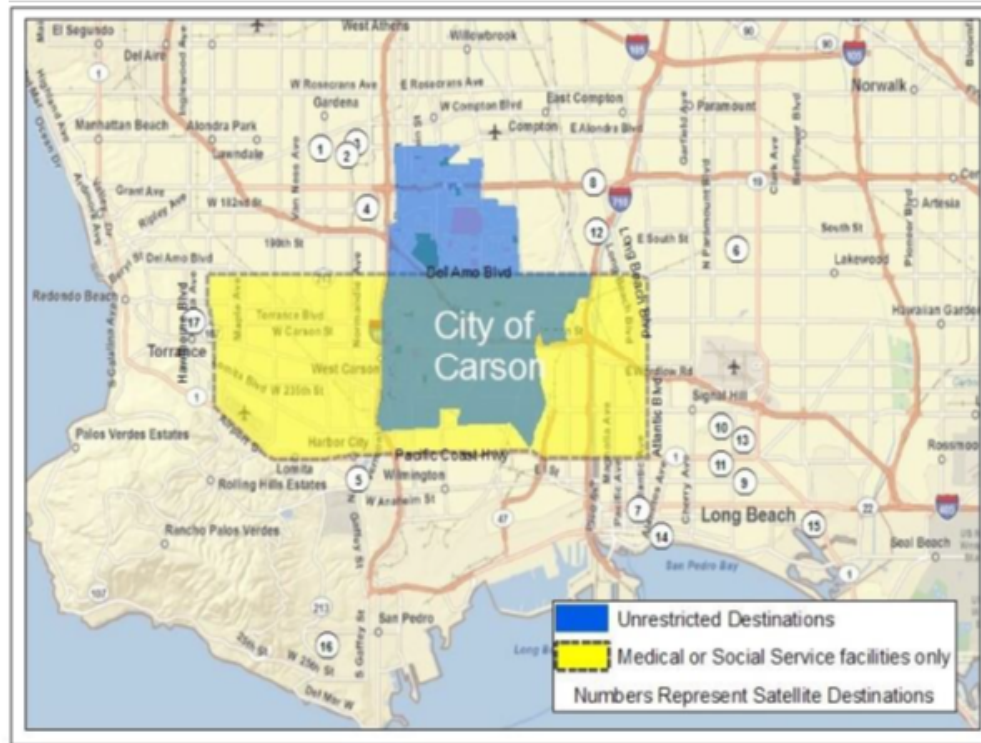
F. Joyce Sage, Customer Care

G. Qualified Staff

H. Qualified Drivers

EXHIBIT “A-1”

DIAL-A-RIDE SERVICE MAP



Satellite Destinations



	Facilities Served	Address	City
1.	Kaiser Gardena	15446 Western Avenue	Gardena, CA
2.	Community Hospital of Gardena	1246 155 th Street	Gardena, CA
3.	Memorial Hospital of Gardena	1145 W. Redondo Beach Boulevard	Gardena, CA
4.	Gardena-Carson YMCA	1000 W. Artesia Avenue	Gardena, CA
5.	Kaiser Permanente Harbor City	25825 S. Vermont Avenue	Harbor City, CA
6.	Lakewood Regional Hospital	3700 South Street	Lakewood, CA
7.	St. Mary's Medical Center	1050 Linden Avenue	Long Beach, CA
8.	California Pools of Hope, Inc.	6801 N. Long Beach	Long Beach, CA
9.	L. B. Community Hospital	1720 Termino Avenue	Long Beach, CA
10.	Harriman Jones Medical Center	2600 Redondo Avenue	Long Beach, CA
11.	Kaiser Clinic	3900 E. Pacific Coast Highway	Long Beach, CA
12.	Kaiser Dialysis	145 W. Victoria Street	Long Beach, CA
13.	Long Beach Health Department	2525 Grand Avenue	Long Beach, CA
14.	Long Beach Senior Center	1150 E. 4 th Street	Long Beach, CA
15.	Veteran's Hospital	5901 E. 7 th Street	Long Beach, CA
16.	San Pedro Peninsula Hospital (Little Company of Mary Hospital)	1300 W. 7 th Street	San Pedro, CA
17.	Little Company of Mary Hospital	4101 Torrance Boulevard	Torrance, CA