

0220-00210-0279

**T R A N S M I T T A L**

TO The Council	DATE  09/08/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Proposed Fourth Amendment to Contract 128057 the AAMCOM for operation of the Cityride Paratransit Program and Transit Technology Service**

Approved and Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR  
(Andre Herndon for)

MWS:DHH:06230013t

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 09-07-22	C.D. No. Citywide	CAO File No.: 0220-00210-0279
Contracting Department/Bureau: Department of Transportation		Contact: Ricardo Estrada	
Reference: Letter to the Mayor from the Department of Transportation, dated July 19, 2022; referred for report on August 1, 2022			
Purpose of Contract: Operation and management of the Cityride Paratransit Program and Transit Technology Service			
Type of Contract: ( ) New contract ( x ) Amendment, Contract No. C-128057		Contract Term Dates: September 1, 2016 to August 31, 2023 (Current Contract) February 20, 2020 to August 31, 2023 (Current Contractor – Contract Reassigned Mid-Term)	
Contract/Amendment Amount: \$1,368,570			
Proposed amount \$ 1,368,570 + Prior award(s) \$ 7,299,588.20 = Total \$ 8,668,158.20			
Source of funds: Proposition A Local Transit Assistance Fund			
Name of Contractor: AAMCOM LLC			
Address: 800 North Pacific Coast Highway, Redondo Beach, CA 90277			
	Yes	No	N/A
			Contractor has complied with:
1. Council has approved the purpose	X		8. Business Inclusion Program
2. Appropriated funds are available	X		9. Equal Benefits & First Source Hiring Ordinances
3. Charter Section 1022 findings completed	X		10. Contractor Responsibility Ordinance
4. Proposals have been requested	X		11. Disclosure Ordinances
5. Risk Management review completed	X		12. Bidder Certification CEC Form 50
6. Standard Provisions for City Contracts included	X		13. Prohibited Contributors (Bidders) CEC Form 55
7. Workforce that resides in the City: %			14. California Iran Contracting Act of 2010
			Yes
			No
			N/A

**RECOMMENDATION**

That the Mayor and Council approve the proposed fourth amendment to Contract C-128057 with AAMCOM for continued management of the Cityride Paratransit Program and Transit Technology Service through August 31, 2023 and authorize the General Manager of the Department of Transportation to execute the amendment.

**SUMMARY**

The Department of Transportation (DOT) requests approval of a seventh contract year and an increase in maximum compensation of \$1,368,570 to a total maximum compensation of \$8,668,158.02 for Contract C-128057 with AAMCOM. Costs for the seventh year are increased by 6.3 percent over the sixth year.

DOT intends to issue a new Request for Proposals to replace the program management contract in the fall of 2022.

The City Attorney has reviewed the proposed amendment. AAMCOM is in compliance with City contracting requirements. Consistent with Los Angeles Administrative Code Section 10.5, Council

David Hirano		<i>Yolanda Chavez</i> for City Administrative Officer
DHH	Analyst	0220-00210-0279

approval of this proposed amendment is required as the proposed term of the total agreement (including this amendment) exceeds three years.

### **FISCAL IMPACT STATEMENT**

No General Fund impact. Sufficient funds exist within the City Proposition A Local Transit Assistance Fund 2022-23 Adopted Budget to support this contract amendment.

### **FINANCIAL POLICIES STATEMENT**

The recommendation complies with City Financial Policies as sufficient appropriated funds exist to support the proposed expenditures.

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL MEMORANDUM

Date: July 19, 2022

To: The Honorable Eric Garcetti, Mayor  
Office of the Mayor  
Attention: Heleen Ramirez, Legislative Coordinator

From: Connie Llanos, Acting General Manager   
Department of Transportation

Subject: **FOURTH AMENDMENT TO AGREEMENT C-128057 BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND AAMCOM LLC FOR THE MANAGEMENT OF THE CITYRIDE PARATRANSIT PROGRAM COORDINATOR AND TRANSIT TECHNOLOGY SERVICE**

**SUMMARY**

The City of Los Angeles Department of Transportation (LADOT) requests authorization to execute a contract amendment with AAMCOM LLC (AAMCOM) for the continued management of the Cityride Paratransit Program Coordinator and Transit Technology Service.

**RECOMMENDATION**

That the City Council, subject to the approval of the Mayor:

Authorize the LADOT General Manager to execute the Fourth Amendment to Agreement C-128057 with AAMCOM, extending the term of the Agreement for a period of 12 months and increase the contract ceiling by \$1,368,570 subject to the approval of the City Attorney as to form and legality.

**BACKGROUND**

On August 17, 2016, the City Council approved the Cityride Paratransit Program Coordinator and Transit Technology Service five-year contract with Keolis Transit Services, LLC (Keolis) dba MyTransit Plus (C.F. 16-0804). The Cityride Program provides fare subsidies for our paratransit and taxi programs for eligible older adults and persons with disabilities. Keolis provided Cityride program registration and fulfillment of Cityride fare value for Cityride participants, as well as technical support services as needed for the Charter Bus Program.

On September 16, 2019, Keolis informed LADOT it was moving its headquarters and would no longer perform the services of the Cityride Paratransit Program Coordinator and Transit Technology Service contract. LADOT accepted Keolis's proposal to reassign the contract to AAMCOM to ensure continuous operation of the Cityride program, which Council approved December 10, 2019. On September 1, 2021,

Council approved an increase in the cost ceiling for the contract and to extend the term through August 31, 2022.

**DISCUSSION**

LADOT requests authorization to extend the term of the Agreement with AAMCOM for a period of 12 months for the continued management of the Cityride Paratransit Program Coordinator and Transit Technology Service contract, to allow additional time for the City to complete the Request for Proposal process, issue the new Cityride Paratransit Program Coordinator and Transit Technology Service Request for Proposal (RFP) and award a new contract.

LADOT is working towards releasing the RFP in early Fall 2022. The contract amendment for a 12-month extension is a stop-gap measure to ensure uninterrupted management of the Cityride Paratransit Program Coordinator and Transit Technology services. Halting these services will directly impact eligible Los Angeles residents who are 65 years old or individuals with disabilities who rely on Cityride for essential day to day travel.

LADOT negotiated a cost proposal with AAMCOM for the recommended 12-month contract extension – Exhibit 2 – Proposed Cost Sheet.

**FISCAL IMPACT**

Funding for the Cityride Paratransit Program Coordinator is included in the FY 2022-2023 Proposition A local Transit Assistance (PALTA) Paratransit Program Coordinator Fund No. 385, Account No. 94W241. This project, therefore, does not create an impact on the City's General Fund budget.

SJR:pc

**FOURTH AMENDMENT TO  
AGREEMENT C-128057  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
AAMCOM LLC  
FOR THE OPERATION OF  
THE CITYRIDE PARATRANSIT PROGRAM COORDINATOR  
AND TRANSIT TECHNOLOGY SERVICE PROGRAM**

**FOURTH AMENDMENT TO THE AGREEMENT C-128057  
BETWEEN  
THE CITY OF LOS ANGELES  
AND AAMCOM LLC  
FOR THE OPERATION OF THE  
CITYRIDE PARATRANSIT PROGRAM COORDINATOR  
AND TRANSIT TECHNOLOGY SERVICE PROGRAM**

**THIS FOURTH AMENDMENT** to Agreement C-128057 between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and AAMCOM LLC, a California Limited Liability Company (hereinafter referred to as "Contractor"), collectively referred to as "Parties" and individually as "Party," is entered into with reference to the following:

**WHEREAS**, LADOT desires to continue the obtained services for the management of the Cityride Paratransit Program Coordinator and Transit Technology Services; and

**WHEREAS**, on April 15, 2016, LADOT issued a Request for Proposals (RFP), locally and nationally for companies interested in providing service in accordance with City Charter §372 seeking qualified Contractors to perform said services; and

**WHEREAS**, LADOT determined that the Contractor has the management and technical expertise and other assets necessary for the operation of the Cityride Paratransit Program Coordinator Transit Technology Service; and

**WHEREAS**, on August 24, 2016, the Parties entered into Agreement C-128057 (the "Agreement"), wherein the Contractor, Keolis Transit Services, LLC, agreed to provide services requested in the time and manner set forth in the RFP and Proposal incorporated into the Agreement; and

**WHEREAS**, Keolis Transit Services, LLC relocated its headquarters (Exhibit 1) and requests the City approve reassignment of Agreement C-128057 to AAMCOM LLC; and

**WHEREAS**, on February 27, 2020, LADOT entered into the First Amendment to Agreement C-128057, to reassign the Agreement to AAMCOM LLC as the Contractor to the Agreement, update the City's Standard Provisions for City Contracts (Rev. 10/17) [v.3], and add other contracting language as required by ordinance of all City contracts; and

**WHEREAS**, on June 1, 2021, LADOT entered into the Second Amendment to Agreement C-128057, to replace the Program Budget Summary to carry over and reallocate residual funds from the previous contract year to the next contract year throughout the remaining contract term; and

**WHEREAS**, on August 30, 2021, LADOT entered into the Third Amendment to Agreement C-128057, to extend the term of the Agreement for a period of twelve (12) months and to increase funding by one million two hundred eighty-seven thousand three hundred sixty-five dollars (\$1,287,365) for a total not-to-exceed amount of seven million two hundred ninety-nine thousand five hundred eighty-eight dollars and twenty cents (\$7,299,588.20); and

**WHEREAS**, LADOT is in the process of preparing a new RFP for these services, but requires continuation of the current Agreement until the new contract award; and

**WHEREAS**, LADOT desires in this Fourth Amendment to Agreement C-128057, to a) extend the term of the Agreement for a period of twelve (12) months, b) increase funding by one million three hundred sixty-eight thousand five hundred seventy dollars (\$1,368,570) for a total not-to-exceed amount of eight million six hundred sixty-eight thousand one hundred fifty-eight dollars and twenty cents (\$8,668,158.20), c) update the Standard Provisions for City Contracts (Rev. 10/21) [v.4], and d) add contracting language as required by ordinance of all City contracts; and

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section II, TERMS OF CONTRACT**, Subsection A, Contract Period, Paragraph 1 is hereby deleted in its entirety and replaced by the following:

This Agreement shall commence on September 1, 2016 (“Effective Date”) and will terminate on August 31, 2023, unless otherwise terminated in accordance with the termination provisions herein.

The Contractor may have provided prior services to the City of Los Angeles under the terms of an executed Agreement which included a requirement to adhere to the City’s Standard Provisions for City Contracts. To the extent that the Contractor provided services to the City prior to the execution of this extension, and the Contractor’s services were performed in accordance with the terms and conditions of this extension and the original Agreement, including the City’s Standard Provisions for City Contracts, those services are hereby ratified.

2. **Section IV, COMPENSATION**, Paragraph A is hereby removed in its entirety and replaced as follows:

The City shall pay the Contractor an amount not to exceed eight million six hundred sixty-eight thousand one hundred fifty-eight dollars and twenty cents (\$8,668,158.20) for the complete and satisfactory performance of the terms and conditions of this Agreement for this period September 1, 2016 to August 31, 2023.

During the extension period, the City agrees to pay the Contractor an amount not to exceed one million three hundred sixty-eight thousand five hundred seventy dollars (\$1,368,570).

3. Effective the date of attestation by the City Clerk of this Agreement, all references to Angela De La Rosa throughout the Agreement are hereby deleted and replaced with the following: “Ricardo Estrada”.
4. Effective the date of attestation by the City Clerk of this Agreement, all, or any partial references to the Standard Provisions for City Contracts (Rev. 10/17) [v.3], or (rev. 10/17), in the Agreement, RFP, or any exhibits/attachments are hereby deleted and replaced with Standard Provisions for City Contracts (Rev. 10/21) [v.4].

5. Appendix A, Standard Provisions for City Contracts, referenced in **Section VI, STANDARD CONTRACT PROVISIONS** of the Agreement, is hereby replaced in its entirety by the Attachment A - Standard Provisions for City Contracts (Rev. 10/21) [v.4] attached hereto and incorporated herein.

6. **Section VI, STANDARD CONTRACT PROVISIONS**, Subsection B, Standard Provisions and Mandatory City Requirements, is hereby amended in its entirety to read:

Hereby incorporated by reference into this Agreement are the Standard Provisions for City Contracts, (Rev. 10/21) [v.4] which are attached hereto as Attachment A and the Mandatory City Contract Requirements, General City Reservations, and Protest Procedures, revised 05/15, which is included herein by reference hereto as Attachment B.

7. **Section VI, STANDARD CONTRACT PROVISIONS**, Subsection C's heading, Contractor Evaluation Program, is hereby replaced to read as Contractor Performance Evaluation Ordinance and Subsection C, is hereby amended in its entirety to read:

At the end of this Agreement, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

6. **Section VI, STANDARD CONTRACT PROVISIONS**, is hereby amended by adding a new subsection D, Municipal Lobbying Ordinance, immediately following subsection C, Contractor Performance Evaluation Ordinance.

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of Agreement, and debarment.

5. Exhibit I – Program Budget Summary (Form C-II) and Program Budget Details (Form C-II-A) effective September 1, 2021, is hereby replaced in its entirety by the Exhibit 1 – Program Budget Summary (Form C-II) and Program Budget Details (Form C-II-A) effective September 1, 2022 attached hereto and incorporated herein.

6. The Agreement is hereby amended by adding a new **Section IX, COVID-19 VACCINATION ORDINANCE** immediately following **Section VIII, CITY COMPLIANCE REQUIREMENTS**, to read as follows:

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in this Agreement. The Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If the Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, the Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the Contractor. If the Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, the Contractor shall immediately notify the City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

7. Except as herein amended, all other terms and conditions of this Agreement shall remain unchanged.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**AAMCOM LLC, a California Limited Liability Company**

By: \_\_\_\_\_  
Seleta J. Reynolds  
General Manager  
Department of Transportation

By\*: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Agreement Number:   C-128057  

Council File Number:   16-0804  

If Contractor is a Corporation:  
\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

If Contractor is a Limited Liability Company:  
Unless otherwise provided, the signature of two authorized managers is required.  
Cal. Corp. Code Sections 313 & 17703.01