

0220-05604-0000

**TRANSMITTAL**

TO The City Council	DATE 06/06/19	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Department of Transportation  
Authority to Execute Various Contract Amendments with MV Transportation, Inc.  
related to the Transit Service Analysis for additional services and expanded service hours  
for the DASH, Commuter Express, and Cityride Dial-A-Ride Programs**

Transmitted for further processing. See the  
City Administrative Officer report attached.



(Ana Guerrero) for

MAYOR

RHL:RC:06190076I

**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: 05-24-19	C.D. No. All	CAO File No.: 0220-05604-0000				
Contracting Department/Bureau: Department of Transportation		Contact: Martha D'Andrea (213) 928-9769					
Reference: Department of Transportation transmittal dated April 17, 2019; request for report from Mayor dated April 19, 2019							
Purpose of Contract: Four Contract Amendments to implement extended hours of service, add new services, and/or increase compensation amount of existing contracts related to the approved Transit Service Analysis Phase One Expansion recommendations							
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-127433 (DASH North/South) C-127432 (DASH Central) C-127028 (Cityride)		Contract Term Dates: C-127433 (DASH North/South): April 13, 2019 to April 30, 2021 C-127432 (DASH Central): April 13, 2019 to April 30, 2020 C-127028 (Cityride – 2 <sup>nd</sup> Amendment): March 11, 2019 to January 31, 2021 C-127028 (Cityride – 3 <sup>rd</sup> Amendment): April 1, 2019 to January 31, 2021					
Contract/Amendment Amount: See proposed Amendment amounts below							
C-127433 (DASH North/South): Proposed amount \$ 12,299,709 + Prior award(s) \$ 201,372,442 = Total \$ 213,672,151 C-127432 (DASH Central): Proposed amount \$ 2,566,727 + Prior award(s) \$ 37,366,809 = Total \$ 39,993,536 C-127028 (Cityride – 2 <sup>nd</sup> ): Proposed amount \$ 940,000 + Prior award(s) \$ 26,500,000 = Total \$ 27,440,000 C-127028 (Cityride – 3 <sup>rd</sup> ): Proposed amount \$ 1,736,955 + Prior award(s) \$ 27,440,000 = Total \$ 29,176,955							
Source of funds: Proposition A Local Transit Assistance Fund							
Name of Contractor: MV Transportation, Inc.							
Address: 5910 N. Central Expressway, Suite 1500, Dallas, TX 75208							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATIONS**

That the Mayor and City Council authorize the General Manager of the Department of Transportation (LADOT) to execute the following amendments to contracts with MV Transportation, Inc., subject to the approval of the City Attorney as to form and legality, as follows:

- 1) Execute the First Amendment to Contract C-127433 for the DASH North and South Regions to add DASH extended hours, DASH weekend services, and additional service to Commuter Express Routes 437, 438, and 439, retroactive to April 13, 2019, and increase the maximum compensation amount of the contract by \$12,299,709 to \$213,672,151;

			
RC	Analyst	06190074	City Administrative Officer

- 2) Execute the Third Amendment to Contract C-127432 for the DASH Central Region to add DASH extended hours and DASH weekend services retroactive to April 13, 2019, and increase the maximum compensation amount of the contract by \$9,093,226 to \$37,366,809;
- 3) Execute the Second Amendment to Contract C-127028 for the Cityride Program to implement a one-year micro-transit demand-based shared-use mobility demonstration project (LANow), retroactive to March 11, 2019, and increase the maximum compensation amount of the contract by \$940,000 to \$27,440,000; and
- 4) Execute the Third Amendment to Contract C-127028 for the Cityride Program to implement a Dial-A-Ride Taxi Overflow service to optimize current Cityride Dial-A-Ride service retroactive to April 1, 2019, and increase the maximum compensation amount of the contract by \$1,736,955 to \$29,176,955.

## **SUMMARY**

The LADOT is requesting authorization to execute four contract amendments with MV Transportation, Inc. (MVT) in order to implement the Phase One recommendations related to transit service expansion, as described in the Transit Service Analysis (TSA) approved by the Mayor and Council in October 2018 (C.F. 18-0244).

These proposed contract amendments are retroactive due to a misinterpretation by LADOT staff regarding the contract authority provided by the TSA report recommendations. While the Mayor and Council did approve recommendations related to the expansion of various transit services, the TSA report did not include any of the proposed contract amendments or contract language for review and approval as provided here. Since the contract amendments were not included in the TSA report, contract reviews as required by the Mayor's Executive Directive No. 3 were not completed.

Per the City's Administrative Code and in compliance with the Mayor's Executive Directive No. 3, each of the four proposed amendments require Mayoral and Council approval since the original contracts were approved by the Mayor and Council; and each of the proposed amendments is requesting a change in scope as well as an increase to the total compensation allowed under the original contract as part of the implementation of the approved transit service expansion. The Offices of the Chief Legislative Analyst, the City Administrative Officer, and the City Attorney concur that each of the contract amendments still need to be presented to and approved by the Mayor and Council to comply with the City's contracting procedures. The following amendments are now proposed for existing DASH, Commuter Express, and Cityride contracts.

### **Commuter Express and DASH Programs in Combined North and South Regions (Contract C-127433)**

In April 2016, the Mayor and Council authorized the General Manager of the Department of Transportation to execute a contract with MVT for the operation of Commuter Express and Community DASH programs in the combined North Region (Commuter Express and Community DASH Package 3) and South Region (Commuter Express and Community DASH Package 5) for a five-year term from May 1, 2016 through April 30, 2021, with a total compensation not to exceed \$201,372,442 (C.F. 11-0581-S2).

The LADOT is requesting authority to execute a First Amendment to the Commuter Express and DASH services contract for the North and South Regions to 1) add DASH extended hours and DASH weekend services for existing routes; 2) provide additional service for Commuter Express Route 437, 438, and 439; and 3) to increase the maximum compensation of the contract by \$12,299,709, from \$201,372,442 to \$213,672,151. About 94 percent (\$11.5 million) of the proposed cost increase consists of the incremental costs of the additional and extended DASH service hours. The extended DASH hours went into effect on April 13, 2019. The expanded service for Commuter Express routes 437 and 438 and new service for route 439 began on April 15, 2019. The First Amendment would be retroactive from April 13, 2019 to the end of the original contract on April 30, 2021.

DASH services and Commuter Express routes in the North and South Regions include the following:

Service	North Region (San Fernando)	South Region (South LA)
DASH	<ul style="list-style-type: none"> <li>• Northridge/Reseda</li> <li>• Panorama City/Van Nuys</li> <li>• Van Nuys/Studio City</li> </ul>	<ul style="list-style-type: none"> <li>• Chesterfield Square</li> <li>• Pueblo del Rio</li> <li>• Southeast</li> <li>• San Pedro</li> <li>• Vermont/Main</li> <li>• Wilmington</li> <li>• Watts</li> </ul>
Commuter Express	Routes 409, 419, 422, 423, 549, 573, and 574	West Los Angeles/South Bay (Routes 142, 431, 437, 438, 439, 448, and 534)

### DASH Program in Central Region (Contract C-127432)

In April 2016, the Mayor and Council authorized the General Manager of the Department of Transportation to execute a contract with MVT for the operation of DASH services in the Central Region (Community DASH Package 4) for a total term of four years (two-year contract plus two one-year extensions) from May 1, 2016 through April 30, 2018 with a total compensation of \$28,273,583 (C.F. 11-0581-S2). The original contract included costs of three years of the contract, with the costs of a fourth year to be negotiated between the City and MVT if desired. In May 2018, the first one-year extension was executed to continue DASH services in the Central Region (C.F. 11-0581-S1).

DASH routes in the Central Region include Boyle Heights/East Los Angeles, El Sereno/City Terrace, and Pico Union/Echo Park.

The LADOT has requested authority to execute the second one-year extension (Second Amendment) to continue DASH services by one year from April 30, 2019 to April 30, 2020 and add \$9,093,226 in compensation, for a new contract total not to exceed \$37,366,809. While the second one-year extension was previously authorized, the proposed increase in compensation requires additional approval. This Amendment is currently being processed for Mayoral and Council approval.

The LADOT is requesting authority to execute a Third Amendment to add DASH extended hours, DASH weekend service, and increase the maximum compensation of the contract by \$2,566,727 from \$37,366,809 to \$39,933,536 to reflect the incremental cost of these increased service hours through

the remainder of the current contract. The extended hours and expanded weekend DASH service in the Central Region began on April 13, 2019. The Third Amendment would be retroactive from April 13, 2019 and expire on April 30, 2020.

### **Cityride Dial-A-Ride Program (Contract C-127028)**

The Cityride Dial-A-Ride program provides curbside transit service and semi-fixed route service for eligible seniors (age 65 and over) and individuals with disabilities who live in the City of Los Angeles and select areas of Los Angeles County's unincorporated areas. In December 2015, the Mayor and Council authorized the General Manager of the Department of Transportation to execute a contract with MVT for the operation of the Cityride Dial-A-Ride Program for a term of three years, plus two one-year renewal options, for a total of five years from February 1, 2016 to January 31, 2021 with a compensation not to exceed \$26,500,000. In February 2019, the first one-year renewal option (First Amendment) of the contract was executed to continue Dial-A-Ride services through January 31, 2020 (C.F. 06-1136).

#### Second Amendment to Add LANow Micro-Transit Service

The LADOT is requesting a Second Amendment to add the LANow micro-transit demand-based shared-use mobility demonstration project to the Cityride Dial-A-Ride contract. As referenced in the TSA report recommendations, the one-year micro-transit demand-based shared-use pilot program is intended to connect riders to and from segments of West Los Angeles (Palms, Mar Vista, Venice, and Del Rey) and the Palms Metro Expo Station. This program utilizes an on-line reservation and payment system, combined with existing Cityride vehicles and resources. The proposed Second Amendment would add the operation of the LANow pilot service to the existing Cityride contract with MVT for a cost not to exceed \$940,000 over the one-year pilot period, which would increase the total contract compensation from \$26,500,000 to \$27,440,000. The proposed \$940,000 includes \$327,000 in one-time IT and operating capital costs and \$613,000 in estimated operating costs. Since MVT is already providing similar service in the area, MVT is best situated to take on the pilot program.

The one-year LANow micro-transit pilot program began service on March 11, 2019. The Second Amendment would be retroactive from March 11, 2019 to the end of the current contract on January 31, 2021.

#### Third Amendment to Add Dial-A-Ride Taxi Overflow Service

The LADOT is also requesting a Third Amendment to add taxi paratransit overflow service for the Cityride Dial-a-Ride program. As referenced in the TSA report recommendations, this service would supplement the current Cityride Dial-a-Ride service by meeting demands for increased service as needed. MVT is the current provider for the Cityride Dial-a-Ride service. Under this proposed Amendment, MVT would work with taxicab companies to provide curb-to-curb taxi services to meet increased demand for Dial-a-Ride services. MVT would also provide the dispatch services and all related personnel to operate the taxi overflow service.

The Third Amendment for Dial-A-Ride taxi overflow service would add this supplemental service concurrent with the Cityride Dial-A-Ride contract and increase the maximum compensation amount of the contract by \$1,736,955, from \$27,440,000 following the Second Amendment as previously detailed

to \$29,176,955. The incremental cost of this Taxi Overflow Service includes \$926,808 for estimated taxicab fares (71,760 estimated annual trips at \$12.92 average cost per trip), plus one-time costs and related fees.

The Cityride Dial-a-Ride taxi paratransit overflow service began on April 1, 2019. The Third Amendment would be retroactive from April 1, 2019 to the end of the current contract on January 31, 2021.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact. Funding is available for the proposed contract amendments within the Proposition A Local Transit Assistance Fund. Funding for subsequent years of the contract will be provided in those fiscal year budgets. The recommendations comply with City Financial Policies in that sufficient special fund revenues are available and eligible for this purpose

Attachment: LADOT Report to the Mayor dated April 17, 2019

*RHL:RC:06190076*

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

Date: April 17, 2019

To: The Honorable Eric Garcetti, Mayor  
Office of the Mayor  
Attention: Mandy Morales, Legislative Coordinator

From: *for* Seleta J. Reynolds, General Manager *SR*  
Department of Transportation

Subject: **AUTHORIZATION TO EXECUTE AGREEMENTS WITH MV TRANSPORTATION FOR THE IMPLEMENTATION OF THE TRANSIT SERVICE ANALYSIS PHASE 1 (C.F. 18-0244)**

**SUMMARY**

The Los Angeles Department of Transportation (LADOT) is requesting authorization to execute amendments to implement changes in transit service included in the Transit Service Analysis (TSA) with MV Transportation, Inc. (MV Transportation). This is the first phase of the TSA implementation.

**RECOMMENDATION**

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

1. Authorize the LADOT General Manager to execute the First Amendment to Agreement C-127433 (North and South Regions) with MV Transportation to implement DASH extended hours, DASH weekend services, add additional service to Commuter Express Route 437 and 438, and increase the maximum compensation amount to \$12,299,709, subject to the approval of the City Attorney as to form and legality; and
2. Authorize the LADOT General Manager to execute the Third Amendment to Agreement C-127432 (Central Region) with MV Transportation to implement DASH extended hours and DASH weekend service, and increase the maximum contract expenditure in the amount of \$2,566,727, subject to the approval of the City Attorney as to form and legality; and
3. Authorize the LADOT General Manager to execute the Second Amendment to Agreement C-127028 (Cityride) with MV Transportation to implement a one-year micro-transit shared-use mobility demonstration project (LANow) in segments of West Los Angeles, and increase the maximum compensation amount to \$940,000, subject to the approval of the City Attorney as to form and legality; and
4. Authorize the LADOT General Manager to execute the Third Amendment to Agreement C-127028 (Cityride) with MV Transportation to implement a Dial-A-Ride (DAR) Taxi Overflow service to optimize the DAR operations, and increase the maximum compensation amount to \$1,736,955, subject to the approval of the City Attorney as to form and legality.

**BACKGROUND**

On October 26, 2018, as part of the Phase 1 TSA Implementation, the City Council authorized the LADOT General Manager to amend the DASH, Commuter Express and Cityride contracts to reflect the following recommended services (C.F. 18-0244):

- A. Extend PM hours for Downtown DASH, extend hours of service for all existing routes and add weekend service to all DASH routes
- B. Expansion of Commuter Express Route 437 and Route 438
- C. Implement a one-year micro-transit shared use pilot project in West Los Angeles
- D. Implement a Taxi Overflow service to meet the Cityride demand increase

**Extended DASH PM Hours and Weekend Service**

The TSA approved the extension of weeknight service for all DASH downtown routes until 9 pm, an extension of weeknight service for all other existing DASH routes until 7 pm, and addition of weekend service to all DASH routes that do not currently operate on Saturday and Sunday.

There are three established agreements providing DASH operations: two with MV Transportation (C-127432 and C-127433) and one with First Transit, Inc. (C-130369). The two MV Transportation agreements are attached and amended to include extended weekend hours and additional weekend services and associated costs of \$2,566,727 and \$11,519,244 respectively. The First Transit, Inc. agreement includes a contingency for the aforementioned extended and weekend services (Package Four Agreement), therefore does not require an amendment to the agreement to implement the DASH service changes.

**Expansion of Commuter Express Services**

The TSA approved the extension of the Commuter Express Route 437 into Playa Vista and the expansion of Commuter Route 438. The extended Commuter Express Route 437 will operate with current existing stops and 11 new stops. The Commuter Route 438 will be expanded to provide a reverse commute for the current route, which will be called Commuter Express Route 439. Agreement C-127433 with MV Transportation (North and South Regions) will be amended to include the additional routes and associated costs of \$780,465.

**Implement a One-Year Micro-Transit Service**

The TSA approved a one-year micro-transit service in the West Los Angeles that provides a shared-use transportation option to residents of West Los Angeles. The service will use a mobile or desktop application and call-in center for clients to reserve rides. Agreement C-127028 with MV Transportation (Cityride DAR) will be amended to include this additional service and associated costs of \$940,000.

**Cityride Taxi Overflow Program**

The TSA approved the implementation of the DAR taxi overflow program, designed to optimize the Cityride DAR program by using taxis to provide access to more trips for Cityride DAR clients without investing in added buses. Agreement C-127028 with MV Transportation (Cityride DAR) will be amended to include this additional service and associated costs of \$1,736,955.

**DISCUSSION**

On October 26, 2018, the City Council approved amending the DASH, Commuter Express, and Cityride service contracts to implement the first phase of the TSA recommendations (C.F. 18-0244). The first phase includes service changes that do not require additional vehicles. The late night and weekend service on DASH, the extension of Commuter Express routes, the LANow shared-ride program, and the Cityride Taxi Overflow Program will use existing LADOT Transit buses and subcontracts with taxi providers by the LADOT contractor. Phase Two will include the modifications to existing routes, improved headways, and four new DASH routes.

This report requests authorization to execute the four amendments to various agreements needed to implement the first phase of the TSA.

**FISCAL IMPACT**

Funding for this project will be paid out of the Proposition A Local Transit Assistance (PALTA) Fund No. 385 and does not create an impact on the City's General Fund budget.

Attachments

SJR:MD

**FIRST AMENDMENT TO AGREEMENT C-127433  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE OPERATIONS OF THE DEPARTMENT  
OF TRANSPORTATION BUS TRANSIT OPERATION SERVICES  
FOR THE NORTH AND SOUTH REGIONS BUS TRANSIT SERVICES**

**THIS FIRST AMENDMENT** to Agreement C-127433 between the City of Los Angeles (hereinafter referred to as “City”), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as “DOT”), and MV Transportation, Inc., a California corporation (hereinafter referred to as “Contractor”), is entered into with reference to the following:

**WHEREAS**, the City is desirous of obtaining services for the management and operation of the North, and South Regions transit bus services of the DOT, Office of Transit Services; and

**WHEREAS**, on July 13, 2015, the DOT issued a Request for Proposals (hereinafter referred to as “RFP”) in accordance with City Charter §372 seeking qualified contractors to perform said services; and

**WHEREAS**, the Contractor submitted a proposal (hereinafter referred to as “Proposal”), dated September 23, 2015, in response to the RFP; and

**WHEREAS**, the DOT has determined that the Contractor possesses the qualifications and technical expertise and other assets necessary for the operation of the North, and South Regions bus transit services; and

**WHEREAS**, the City requested that the Contractor operate the North, and South Regions bus transit services in the time and manner set forth in the RFP and Proposal; and

**WHEREAS**, the parties entered into Agreement C-127433 on May 1, 2016, wherein the Contractor agreed to provide management and operation services of the North, and South Regions bus transit services for a term of up to five years, from May 1, 2016, through April 30, 2021 (C.F. 11-0581-S2); and

**WHEREAS**, on February 5, 2014, the City passed a motion (C.F. 13-1550) instructing DOT to update its 2005 Community DASH Needs Assessment Study; and

**WHEREAS**, on October 26, 2018, the City passed a motion (C.F. 18-0244) authorizing DOT to initiate the Transit Service Analysis Recommendation of DASH extended service hours, and weekend services, to add additional service to Commuter Express Route 437; and

**WHEREAS**, on July 19, 2017, the Department was awarded Federal funding for the reverse commute of Commuter Route 438 through Section 5316 Job Access and Reverse Commuter (JARC) Program funding for operations and the Department intends to implement Commuter Express route 439 under this funding; and

**WHEREAS**, the DOT desires in this First Amendment to Agreement C-127433 to change the span of service, the operating hours, add weekend operations, increase the contract compensation amount, and to update the City's Standard Provisions for City Contracts (Rev. 10/17) [v.3]; and

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

1. Exhibit A – Combined North and South Regions (Economies-of-Scale) is hereby replaced in its entirety as contained herein.
2. **Section I, INTRODUCTION AND CONDITIONS PRECEDENT**, subsection D, Conditions Precedent, Paragraph 3, is hereby amended in its entirety to read:

Insurance Requirements. The Contractor shall comply at all times with all of the insurance requirements set forth in the City of Los Angeles, Standard Provisions for City Contracts, see Attachment A. Exhibit 1 of the Standard Provisions for City Contracts describes in detail the insurance coverage and amount required by this Agreement.

3. **Section II, TERMS OF CONTRACT**, is hereby amended to add a subsection B, Ratification Clause, as follows:

Contractor may have begun performance of the services prior to the execution of this First Amendment, to the extent that said services were performed satisfactorily, in accordance with the City's request due to immediate needs and the terms and conditions of this Agreement, the City hereby ratifies and accepts those services performed and authorizes payment as provided by the terms of this Agreement.

4. **Section III, CONTRACTOR DUTIES AND SCOPE OF WORK**, Subsection B, Service Delivery, Paragraph 4, is hereby amended in its entirety to read:

4. The routes and schedules for services specified by the City and are subject to change and modification within the scope of work.

The City is modifying the route Revenue Service Hours of operation for North and South Services as specified in Exhibit B attached hereto and incorporated herein. The City is modifying the Hours of Operation and frequency of the North and South Services as outlined in Exhibit C attached hereto and incorporated herein.

The City is modifying Commuter Express 437 route by extending the route, adding additional service stops to the current existing route. The Contractor shall add the additional service to Commuter Express 437 as shown in Exhibit D attached hereto and incorporated herein. Exhibit B includes the additional revenue service hours for Commuter Express 437. The City reserves the right to further modify the routes and schedules within the scope of work.

The City is expanding Commuter Express 438 by providing a reverse commute for the current route, which will be called Commuter Express 439 and implemented on April 13, 2019, as shown in Exhibit D. Refer to Exhibit B for additional operating data.

5. **Section IV, COMPENSATION**, Subsection A.1, is hereby amended in its entirety to read:

1. The Contractor shall submit monthly claims for payment for scheduled vehicle service hours in the form and number required by the City within the time specified by the City under the RFP (Section 12.6). Monthly payments will be calculated as follows: the number of scheduled revenue service hours of operation multiplied by the rate per scheduled revenue service hour of operation as indicated in Exhibit A of this agreement, less any missed revenue service hours as a result of the Contractor's non-compliance with the Schedule Adherence requirements in the RFP under Section 5.9.1 and less any service performance standard penalties under the RFP, Section 6.2. If the Contractor is entitled to receive an incentive/bonus under the Preventable Accidents Incentive/Bonus Program (Section 5.9.2.1 of the RFP) for that month, the Contractor may add the amount to the invoice. The Contractor shall then deduct from this total the higher amount between the actual cash collected and/or the actual fare count pursuant to Section 5.5.3 of the RFP. The actual fare count, however, will be based on either the driver trip sheets and/or the TAP Card System Driver Control Unit (DCU) devices or any new Regional Fare Devices as indicated by the City.

To the extent that said services were performed satisfactorily, in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified.

6. **Section VII, STANDARD CONTRACT PROVISIONS**, First Paragraph, is hereby amended to read:

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts, attached hereto and incorporated herein as Attachment A.

7. **Section VII, STANDARD CONTRACT PROVISIONS**, subsection C, Waiver, is hereby amended in its entirety to read:

In addition to the waiver provision in the Standard Provisions for City Contracts, the failure of the City to insist upon strict performance by Contractor of any provision hereunder in everyone or more instances shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under this Contract.

8. The Agreement is hereby amended by adding a new **Section VIII, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**, immediately following Section VII, Standard Contract Provisions, to read as follows:

Contractor shall comply with the Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

Contractor shall complete and upload a Disclosure Ordinance Affidavit on LABAVN.org.

9. The Agreement is hereby amended by adding a new **Section IX, DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**, immediately following Section VIII, Disclosure of Border Wall Contracting Ordinance, to read as follows:

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City [or the Department, etc.] may terminate this Contract at any time if City [or the Department, etc.] determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52

Contractor shall complete and upload a Disclosure of Ordinance Affidavit on LABAVN.org.

10. The Agreement is hereby amended by adding a new **Section X, FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE**, immediately following Section IX, Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance, to read as follows:

Contractor shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Contractors seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

11. 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**

**MV Transportation, Inc., a California Corporation**

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

NOTE: If Contractor is a corporation, two signatures are required.

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

\* 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.

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

City Agreement Number: C-127433-1

Council File Number: 11-0581-S2

## EXHIBIT A

Exhibit A						
COMBINED NORTH AND SOUTH REGIONS (ECONOMIES-OF-SCALE)						
Revenue Service Hourly Rates & Line Item Expenses						
	Year 1	Year 2	Year 3**	Year 4	Year 5	Total/Average
Hourly Rate (Proposed Vehicles)	\$110.59*	\$119.20	\$121.42	\$125.85	\$130.02	\$121.42
Total Cost (Proposed Vehicles)	\$28,889,404	\$31,137,299	\$36,372,220	\$37,699,258	\$38,948,411	\$173,046,592
Hourly Rate (Existing Vehicles)	\$110.82*	\$119.46	\$125.25/ \$121.81**	\$126.28	\$130.47	\$121.77
Total Cost (Existing Vehicles)	\$28,949,871	\$31,204,903	\$32,718,932	\$37,828,067	\$39,083,211	\$173,555,099
Line Item: Fuel Costs						\$39,259,693
Line Item: Additional Service Cost	\$38,333	\$40,000	\$40,000	\$40,000	\$40,000	\$198,333
Line Item: Parking Attendant – Chatsworth park & Ride	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Line Item: Year-by-Year Drivers Permit Costs	\$32,918	\$35,710	\$36,781	\$37,885	\$39,021	\$182,315
Line Item: DSL Broadband High-Speed Internet Connection (TAP) – Maintenance Facility	\$3,450	\$3,600	\$3,600	\$3,600	\$3,600	\$17,850

Rev. 04/18/2019

\* Note that the cost per revenue hour is lower in Year 1 than what appears in MV's proposal. This is attributed to the fact that MV used a different (lower) number of total revenue hours to calculate the hourly rate than what was included in the RFP for Year 1. This hourly rate represents the corrected number of revenue hours as it appears in the RFP.

\*\* Hourly Rate of \$121.81 will be applicable for revenue service hours competed for the period of April 13, 2019 through April 30, 2019

**EXHIBIT B**  
**OPERATING DATA**

**OPERATING DATA – SOUTH REGION  
EXTENDED HOURS AND WEEKEND SERVICE ADDED**

**COMMUTER EXPRESS - WEST LOS ANGELES/SOUTH BAY**

South Commuter Express	Vehicles in Revenue Service									Revenue Hours		
	Weekday			Saturday			Sunday			Revenue Hours Weekday	Revenue hours Saturday	Revenue hours Sunday
	Vehicles AM	Mid -day	Vehicles PM	Vehicles AM	Mid -day	Vehicles PM	Vehicles AM	Mid -day	Vehicles PM			
142*	2	2	2	2	2	2	2	2	2	29.47	26.43	26.43
431	4		4							10.68		
437	8		8							20.00		
438	14		14							31.08		
439	4		4							9.16		
448	7		7							15.68		
534	4		4							10.28		
Metrolink Shuttle	1		1							13.08		
In-Service Vehicles	44	2	44	2	2	2	2	2	2			
Spare Vehicles	2	44	2	44	44	44	44	44	44			
Total	46	46	46	46	46	46	46	46	46	139.43	26.43	26.43
Annual Total										35,554.65	1,374.36	1,532.94

**COMMUNITY DASH SOUTH LOS ANGELES**

South Los Angeles	Vehicles in Revenue Service			Revenue Hours		
	Weekday	Saturday	Sunday	Revenue Hours Weekday	Revenue Hours Saturday	Revenue Hours Sunday
	Vehicles	Vehicles	Vehicles			
Chesterfield Square*	5	5	5	67.5	47.5	47.5
Pueblo del Rio	1	1	1	13.5	9.5	9.5
Southeast*	8	8	8	108	76	76
San Pedro*	4	4	3	54	38	28.5
Vermont/Main	6	6	4	81	57	38
Wilmington**4	6	4	4	54	38	38
Watts4	7	6	6	81	57	57
In-Service Vehicles	37	34	31			
Spare Vehicles	8	10	14			
Total:	45	45	45	459	323	294.5
Annual Total				236,261.75	16,796	16,454
Grand Total for South Region Per Year						307,973.70

NOTES: \*Route operates every day of the year including holidays.

1. Community DASH service revenue hours do not include deadhead time but do include layover times.
2. Commuter Express service revenue hours do not include deadhead or layover time.
3. 2020 is a leap year.
4. DASH Wilmington and DASH Watts operate tripper vehicles during regular school days.

**OPERATING DATA – NORTH REGION  
EXTENDED HOURS AND WEEKEND SERVICE ADDED**

North Commuter Express	Vehicles in Revenue Service									Revenue Hours		
	Weekday			Saturday			Sunday			Revenue Hours Weekday	Revenue hours Saturday	Revenue hours Sunday
	Vehicles AM	Mid -day	Vehicles PM	Vehicle AM	Mid -day	Vehicle PM	Vehicle AM	Mid -day	Vehicle PM			
409	8		8							20.28		
419	8		8							27.28		
422	12		12							53.16		
423	9		9							34.20		
549	6		6							32.7		
573	11		11							43.45		
574	5		5							17.5		
In-Service Vehicles	59		59									
Spare Vehicles	8		8									
Total	67		67							228.61		
Annual Total										58,295.55		

**COMMUNITY DASH SAN FERNANDO (NORTH REGION)**

San Fernando	Vehicles in Revenue Service			Revenue Hours		
	Weekday	Saturday	Sunday	Revenue Hours Weekday	Revenue Hours Saturday	Revenue Hours Sunday
	Vehicles	Vehicles	Vehicles			
Northridge/Reseda	2	2	2	28	19	19
Panorama City/Van Nuys*	8	8	8	108	76	76
Van Nuys/Studio City	4	4	4	54	38	38
In-Service Vehicles	14	14	14			
Spare Vehicles	3	3	3			
Total:	17	17	17	190	133	133
Annual Total				48,450	6,916	7,372
Grand Total for North Region Per Year						121,033.55

- NOTES:** \* Route operates every day of the year including holidays.
1. Community DASH service revenue hours do not include deadhead time but do include layover times.
  2. Commuter Express service revenue hours do not include deadhead or layover time.
  3. 2020 is a leap year.

**EXHIBIT C**

**NORTH AND SOUTH REGION DASH SERVICES**

**MODIFIED ROUTE FREQUENCIES AND HOURS OF OPERATION**

## Route Modification – Extended hours and weekend services

### South Region DASH Services

DASH Route	Service Hours			Headways			Notes
	M-F	Saturday	Sunday	M-F	Saturday	Sunday	
Chesterfield Square*	6 a.m. – 7p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins.	20 mins.	20 mins.	Service 365 day a year
Pueblo Del Rio	6 a.m. – 7 p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins.	20 mins.	20 mins.	No major holidays
Southeast*	6 a.m. – 7p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins.	20 mins.	20 mins.	Service 365 day a year
San Pedro*	6 a.m. – 7p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins.	20 mins.	30 mins.	Service 365 day a year
Vermont/Main	6 a.m. – 7 p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	15 mins.	15 mins.	20 mins.	No major holidays
Wilmington*,**	6 a.m. – 7p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	15 mins. 20 mins.	15 mins. 20 mins.	15 mins. 20 mins.	Service 365 day a year
Watts	6 a.m. – 7 p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins.	20 mins.	20 mins.	No major holidays

\*Route operates every day of the year including holidays.  
Monday through Friday last trip starts at 7 p.m.  
Saturday's and Sunday's last trip starts at 6 p.m.  
Major holidays operate Sunday schedule unless otherwise stated above.  
\*\*Clockwise at 15 minute frequency, Counter-Clockwise at 20 minute frequency

### North Region DASH Services

DASH Route	Service Hours			Headways			Notes
	M-F	Saturday	Sunday	M-F	Saturday	Sunday	
Northridge/Reseda**	5:30 a.m. – 7 p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	15 mins. 20 mins.	20 mins.	20 mins.	No major holidays. Add bi-directional service.
Panorama City/Van Nuys*, ***	6 a.m. – 7p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	20 mins. 15 mins.	20 mins.	20 mins.	Service 365 day a year
Van Nuys/Studio City	6 a.m. – 7 p.m.	9 a.m. – 6 p.m.	9 a.m.- 6 p.m.	30 mins.	30 mins.	30 mins.	No major holidays

\*Route operates every day of the year including holidays.  
Monday through Friday last trip starts at 7 p.m.  
Saturday's and Sunday's last trip starts at 6 p.m.  
Major holidays operate Sunday schedule unless otherwise stated above.  
\*\*Weekdays 15 minute frequency from 5:30 a.m. until 7:00 a.m. then 20 minute frequency rest of the day.  
\*\*\*Weekdays route operates at a 20 minute frequency until 1:00 p.m., then a 15 minute frequency until 4:00 p.m., then back to a 20 minute frequency for the rest of the day.

**EXHIBIT D**

**COMMUTER EXPRESS 437  
AND  
COMMUTER EXPRESS 439**

**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS**

**THIRD AMENDMENT  
TO AGREEMENT C-127432  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE  
OPERATIONS OF THE  
CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION'S (LADOT)  
BUS TRANSIT OPERATIONS FOR THE  
CENTRAL REGION  
BUS TRANSIT SERVICES**

**THIRD AMENDMENT TO AGREEMENT C-127432  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE OPERATIONS OF THE CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION BUS  
TRANSIT OPERATIONS FOR THE CENTRAL REGION BUS TRANSIT SERVICES**

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**THIS THIRD AMENDMENT** to Agreement C-127432 between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and MV Transportation, Inc., a California corporation (hereinafter referred to as "Contractor"), is entered into with reference to the following:

**WITNESSETH**

**WHEREAS**, the City is desirous of obtaining services for the management and operation of the North, South and Central Region shuttle bus services of the DOT, Office of Transit Services; and

**WHEREAS**, on July 13, 2015, LADOT issued a Request for Proposals (RFP) in accordance with City Charter §372 seeking qualified contractors to perform said services; and

**WHEREAS**, the Contractor submitted a proposal (hereinafter referred to as "Proposal"), dated September 23, 2015, in response to the RFP; and

**WHEREAS**, LADOT has determined that the Contractor possesses the qualifications and technical expertise and other assets necessary for the operation of the Central Region bus transit services; and

**WHEREAS**, the City requested that the Contractor operate the Central bus transit services in the time and manner set forth in the RFP, and Proposal; and

**WHEREAS**, the parties entered into Agreement C-127432 on May 5, 2016, wherein the Contractor agreed to provide management and operation services of the Central bus transit services for a two-year term from May 1, 2016, through April 30, 2018, with two renewal options exercisable in one-year increments (C.F. 11-0581-S2); and

**WHEREAS**, on May 1, 2018, the parties entered into the First Amendment to Agreement C-127432, wherein the parties agreed to exercise the first of two one-year options and extended the term of the agreement from May 1, 2018, through April 30, 2019; and

**WHEREAS**, on October 26, 2018, City Council instructed LADOT to extend hours of service and add weekend service to all DASH routes (C.F. 18-0244), as part of the Transit Service Analysis Phase One recommendation; and

**WHEREAS**, on \_\_\_\_\_, 2019, the parties entered into the Second Amendment to Agreement C-127432, wherein the parties agreed to exercise the second one-year option and extended the term of the agreement through April 30, 2020; and

**WHEREAS**, LADOT desires in this Third Amendment to Agreement C-127432 to a) update the span of DASH services by extending service hours and adding weekend services, b) Increase the maximum expenditure for this Agreement, and C) add certain City contracting provisions as required by various ordinances; and

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

1. **Section III, CONTRACT DUTIES AND SCOPE OF WORK**, subsection B, Service Delivery, is hereby amended to add item 8 to read as follows, and attach Exhibit B:
  8. Beginning April 13, 2019, the Contractor will provide the following updated services, extended hours, and additional weekend service, for DASH Central Region, replacing current DASH Central Region Services as described in the RFP:

DASH Boyle Heights/East Los Angeles

Service will operate Monday through Friday from 6:00 a.m. until approximately 7:00 p.m. Weekday DASH Boyle Heights/East Los Angeles will use four (4) in-service vehicles during revenue service hours with a service frequency of every twenty (20) minutes. Service will operate weekends from approximately 9:00 a.m. until approximately 6:00 p.m. using three (3) in-service vehicles during revenue service hours with a service frequency of every thirty (30) minutes.

DASH El Sereno/City Terrace

Service will operate Monday through Friday from approximately 5:30 a.m. until approximately 9:15 p.m. DASH El Sereno/City Terrace uses seven (7) in-service vehicles with service frequencies every fifteen (15) minutes. Saturday service operates from 6:00 a.m. until approximately 9:15 p.m. using five (5) in-service vehicles during revenue service hours with a service frequency every twenty (20) minutes. Sunday service runs from 6:00 a.m. until approximately 9:15 p.m. using four (4) in-service vehicles during revenue service hours with a service frequency every twenty-five (25) minutes. DASH El Sereno/City Terrace operates two (2) additional in-service vehicles as a weekday tripper when Woodrow Wilson Senior High School is in session.

DASH Pico Union/Echo Park

Service operates Monday through Friday from approximately 5:00 a.m. until noon with a service frequency of fourteen (14) minutes; noon until 7:00 p.m. with a service frequency of ten (10) minutes; 7:00 p.m. until approximately 10:00 p.m. with a service frequency of fourteen (14) minutes. Weekday DASH Pico Union/City Terrace will use thirteen (13) in-service vehicles during revenue service hours. On weekends and holidays, service will operate from 5:00 a.m. until approximately 10:00 p.m. using nine (9) in-service vehicles during revenue service hours with a service frequency of fifteen (15) minutes.

See Exhibit B, attached hereto and incorporated herein, for a table of services for DASH Central Region.

2. **Section IV, COMPENSATION**, is hereby amended to add Subsection B to read as follows:

The City will pay the Contractor an amount not to exceed \$39,933,536 over the term of the contract.

3. **Section IV, COMPENSATION**, Subsection A, Item 1, Exhibit A is hereby replaced by Exhibit A of this Agreement.
4. **Section IV, COMPENSATION**, Subsection A, Item 2 is hereby amended to read as follows:
  2. In an emergency and on a short-duration basis only, the City may ask the Contractor to provide bus service according to routes and schedules developed by the City. The hourly rate for the services during Year 1 through Year 3 shall be the rates provided by the Contractor in its Proposal under Form C-II-1-A-Economies-of-Scale (Existing Vehicles) or C-II-1-B Economies-of-Scale (Projected Vehicles). For the second option year, the hourly rate for the services shall be the hourly rate provided in Exhibit A of this Agreement.
5. The Agreement is hereby amended by adding a new **Section X, DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**, immediately following Section IX, Fair Chance Initiative for Hiring Ordinance to read as follows:

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City [or the Department, etc.] may terminate this Contract at any time if City [or the Department, etc.] determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

The Contractor shall complete and upload a Disclosure of Ordinance Affidavit on LABAVN.org.

**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

MV Transportation, Inc., a California Corporation

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

NOTE: If Contractor is a corporation, two signatures are required.

\* 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.

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

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

City Agreement Number: C-127432-3

Council File Number: 11-0581-S2, 18-0244

EXHIBIT A

CENTRAL REGION (ECONOMIES-OF-SCALE)

	Year 1 Year	Year 2	Year 3 (Option Year 1)	4 (Option Year 2)	Total
Hourly rate	\$74.41	\$77.20	\$81.49	\$84.43	
Total cost	\$7,972,682	\$8,272,186	\$8,730,949	\$11,612,672	\$36,588,489
Line item costs	\$3,297,766			\$47,281	\$3,345,047
<b>TOTAL CONTRACT AMOUNT</b>					<b>\$39,933,536</b>

**Exhibit B  
DASH Central Region Service**

ROUTE	Vehicles in Revenue Service									Revenue Hours		
	Weekday			Saturday			Sunday			Revenue Hours Weekday	Revenue Hours Saturday	Revenue Hours Sundays
	Vehicles AM	MID-DAY	Vehicles PM	Vehicles AM	MID-DAY	Vehicles PM	Vehicles AM	MID-DAY	Vehicles PM			
Boyle Heights/East Los Angeles	4	4	4	3	3	3	3	3	3	54	28.5	28.5
El Sereno/City Terrace	7	7	7	5	5	5	4	4	4	113.75	78.75	63
El Sereno/City Terrace Tripper	2	2	2	0	0	0	0	0	0	2.34	0	0
Pico Union/Echo Park	13	13	13	9	9	9	9	9	9	227.5	157.5	157.5
<b>Sub Total</b>	<b>26</b>	<b>26</b>	<b>26</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>397.59</b>	<b>264.75</b>	<b>249</b>
In-Service Vehicles	26	26	26	17	17	17	16	16	16			
Spare Vehicles	5	5	5	14	14	14	15	15	15			
<b>Grand Total:</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>			

**SPAN OF SERVICE**

ROUTE	WEEKDAY	SATURDAY	SUNDAY
Boyle Heights/East Los Angeles	6:00 a.m. - 7:00 p.m.	9:00 a.m. - 6:00 p.m.	9:00 a.m. - 6:00 p.m.
El Sereno/City Terrace	5:30 a.m. - 9:15 p.m.	6:00 a.m. - 9:15 p.m.	6:00 a.m. - 9:15 p.m.
Pico Union/Echo Park	5:00 a.m. - 10:00 p.m.	5:00 a.m. - 10:00 p.m.	5:00 a.m. - 10:00 p.m.

**Summary of Vehicles**

DASH Central Region Service	Vehicles
DASH Boyle Heights/East Los Angeles	4
DASH El Sereno/City Terrace	9
DASH Pico Union/Echo Park	13
<b>Total</b>	<b>26 + 5 (Spares) =31</b>

**SECOND AMENDMENT TO  
AGREEMENT C-127028  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE OPERATION OF  
THE CITY OF LOS ANGELES  
LANow SHARED USE DEMAND RESPONSE SERVICE**

**SECOND AMENDMENT TO THE AGREEMENT C-127028  
BETWEEN  
THE CITY OF LOS ANGELES  
AND MV TRANSPORTATION, INC. FOR THE OPERATION OF  
THE CITYRIDE PROGRAM**

**THIS SECOND AMENDMENT** to Agreement C-127028 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 MV Transportation, Inc. a California corporation (hereinafter referred to as "Contractor") is entered into with reference to the following:

**WHEREAS**, the City is desirous to continue obtaining services for the management and operation of the Cityride Program's Dial-A-Ride services known herein as Cityride Area 1, 2, and 3; and

**WHEREAS**, on July 13, 2015, the LADOT issued a Request for Proposals (RFP) in accordance with City Charter §372 seeking qualified Contractors to perform said services; and

**WHEREAS**, the City requested that the Contractor operate the Cityride Program's Dial-A-Ride in the time and manner set forth in the RFP and Proposal; and

**WHEREAS**, the parties entered into Agreement C-127028 on February 2, 2016, wherein the Contractor agreed to provide management and operation services of the Cityride program for a three-year term through February 1, 2019, with two renewal options exercisable in one-year increments (C.F. 06-1136); and

**WHEREAS**, the LADOT desired in the First Amendment to Agreement C-127028 to extend the term of the agreement from February 2, 2019, through February 1, 2020, and to update the City's Standard Provisions for City Contracts (rev. 10/17 v.3); and

**WHEREAS**, the LADOT desires in this Second Amendment to Agreement C-127028 to implement a twelve-month shared-use mobility demonstration project in segments of West Los Angeles, (Palms, Mar Vista, Venice, and Del Rey) as reported in the Transit Service Analysis Phase One recommendations (C.F.18-0244); and

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants and agreements herein contained, the parties agree to amend the existing agreement as follows:

1. **Section 1, INTRODUCTION AND CONDITIONS PRECEDENT**, subsection D, Conditions Precedent, Paragraph 3, is hereby amended in its entirety to read:
  3. **Insurance Requirements.** Exhibit 1 – Insurance Contractual Requirements of Attachment A – Standard Provisions for City Contracts is hereby replaced in its entirety as contained herein.
2. **Section III, CONTRACTOR DUTIES AND SCOPE OF WORK**, Subsection B, is hereby amended by adding paragraph 7:
  7. The Contractor shall operate a new On-Demand Shared Ride Service referred to as “LANow” in West Los Angeles (Palms, Mar Vista, Venice, and Del Rey) connecting riders to and from the Palms Metro Expo Station.
    - a. **Service Area** – The service area boundaries are Rose Avenue to the north, Main Street to the west, Metro Palms station to the east, and Mesmer Avenue to the south.
    - b. **Service Hours** – The Contractor shall operate the on-demand shared ride service, Monday through Friday from 6:00 a.m. to 7:00 p.m. Scheduled pick-up times should not be earlier than 6:00 a.m. and no later than 7:00 p.m.
    - c. **Trip Reservations** – The Contractor shall employ an online trip reservation and payment application, allowing passengers to request rides through a mobile application (app) for iOS and Android operating systems, a web-based booking application, or call-in by phone. The system will employ a crowd-sourced route generator that responds to demand along a geographic area (Exhibit A - Service Area Map).
    - d. **City Requirement for Credit or Debit Card Transactions** – The Contractor must adhere to the following City requirements when performing any service to install, program, or update payment devices equipped to conduct credit or debit card transactions:
      - (i) The Contractor must meet all required Payment Card Industry Data Security Standard (PCI DSS) mandates including but not limited to Attestation of Compliance and Self-Assessment Questionnaires.
      - (ii) The Contractor must utilize the City’s credit card payment gateway vendor.
      - (iii) The Contractor must provide documentation showing proposed data flow architecture, which clearly identifies where credit card data will be stored.
      - (iv) The Contractor must verify proper truncation of receipts in compliance with the Fair and Accurate Credit Transactions Act (FACTA).
    - e. **Confidentiality** – When the Contractor accepts credit cards or any other particularly sensitive information for any of its services, the Contractor shall establish office security measures to safeguard the handling of credit card and confidential information. The Contractor shall encrypt all ordering information, such as name and credit card number in order to protect its confidentiality. In addition, the Contractor must not share

customer collected data with any outside entities for the purpose other than the processing of credit card transactions for the use of LAnow services.

- f. Call Center – The Contractor is also responsible for staffing the call center to ensure efficient and timely administration of web-based reservations, scheduling, and dispatching of the on-demand shared ride trips in accordance with the service schedule and policies set forth by the City.

The Contractor shall provide a public phone number accessible using the following area codes: 213, 310, 323, and 818. Call center staff will address rider questions, concerns, complaints, and commendations. Callers will not be on hold more than 10 minutes during on off-peak times and longer than 15 minutes during peak times. All calls are to be answered in the order received.

- g. Data and Intellectual Property – The Contractor shall immediately inform the City of any security breach or hacking attempts and shall immediately rectify any security breach. The Contractor (and subcontractor) shall indemnify the City of any losses due to miss handling of credit card data which results in a breach of security and shall fully realize the cost of notifying credit card holders and provide credit card protection services to those customers affected by a breach in security.

LADOT Transit recognizes that protecting the privacy of its passengers' information is crucial to maintaining their continued use of our services. LADOT Transit adopted an Online Privacy Protection Policy to inform passengers how we collect, use and protect Personal Information at our Sites and Services. LADOT Transit and its third-party contractor's consultants and vendors connected with the operation of LADOT (Contractors) do not sell, rent, share or disclose any Personal Information to outside sources in any way that is not described in our Policy without obtaining the passengers' consent. For a detailed report on LADOT Transit Privacy policy, please visit <https://www.ladottransit.com/privacy.html>.

In addition, the Standard Provision for City Contracts describes in detail the Data Protections provisions regarding City-provided data or consumer-provided data acquired in the course of this Contract.

- h. Fare Structure – The on-demand shared ride fares are highlighted in Table 1. Fares will be collected through the LAnow mobile app, or by the call center. LAnow will accept debit cards and credit cards.

Table 1  
LAnow Fare Table

Adults/Children 5 years or older	\$1.50
Seniors/Disabled	\$0.75
Children 4 years or younger	FREE

- i. On-Demand Shared Ride Fleet – The Contractor is required to operate the new on-demand shared ride service using City-owned vehicles. They will utilize eight new CNG cut-away vehicles each seating eight passengers including three foldaway wheelchair lifts. Each of the buses has interior and exterior cameras and is equipped with MobileView Surveillance system and Syncromatics Gateway networking system. Further details about the vehicles are listed in the table below.

**Table 2**  
**LANow Existing Fleet Vehicles**

Vehicle No.	Year	Make	Model	Size	Fuel Type	Quantity
18103-18110	2018	Ford	E450 Startrans	24'	CNG	8

- j. Reports and System Support – The Contractor shall provide the following:
  - (i) The Contractor shall possess computers with Internet capabilities for riders to book and pay for their trip online through an app, website, or by phone.
  - (ii) The Contractor shall provide near real-time data reports to evaluate the service and receive feedback by day, week, month, quarter, or yearly service. The Contractor will provide reports to the City on the number of mobile app download and develop a dashboard for the City to view directly. The data provided will help adjust routes and stops in real time by aggregating demand to provide the most efficient possible service.
  - (iii) The Contractor shall maintain internet access and valid email address throughout the duration of the Contract.
  - (iv) The Contractor shall provide a reporting system for the number of rides, ticket sales, redemptions, and other pertinent information. Ridership data, vehicle data, and ticket sales are the property of the City and shall not be released by the Contractor to any third party without the City's written approval.
  - (v) The Contractor shall provide the City revenue reports, including credit card sales that support all sales and revenue statistics for LANow. All vehicle data provided will be shared with the City of Los Angeles.
  - (vi) The Contractor shall provide system support for LANow. Any issue regarding planning, scheduling a ride or operating the system via mobile app, the web, the phone system or any function related to the system such as credit card processing, which prevents customers from using the system will require a response within one hour of notification and corrected in a 4-hour window if not sooner.
  - (vii) The Contractor will monitor customer survey feedback and provide the City with app analytics data on a monthly basis.

(viii) The Contractor shall closely monitor trip data to ensure it quickly and effectively identifies missed or late trips, trip denials, and accidents involving LAnow riders.

(ix) If a service incident occurs such as a bus breakdown; passengers who damage/graffiti the bus or brings illegal substance on board; any incident involving law enforcement; etc., the Contractor shall immediately notify LADOT Project Manager by telephone and email and provide a written report of the incident within 24 hours of the occurrence.

**3. Section IV, COMPENSATION, Subsection A, Paragraph 1 is hereby amended to add the following:**

In addition, for the operation of the on-demand shared ride, service expenditures for this contract year shall not exceed the amount of \$940,000. The proposed rates include all labor cost, supervision, insurance, taxes, variable and fixed cost, one-time pass thru operating and IT cost, software development, and software upgrade (Exhibit B – Cost Proposal).

**4. Section IV, COMPENSATION, Subsection A, Paragraph 2 is hereby amended to add the following:**

Contractor shall submit monthly claims for payment of revenue service hours provide less farebox revenue generated from the On-Demand Shared Ride service.

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

**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

MV Transportation, Inc., a California Corporation

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

NOTE: If Contractor is a corporation, two signatures are required.

\* 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.

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

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

City Agreement Number:   C-127028-2  

Council File Number:   06-1136

**EXHIBIT 1**

**REQUIRED INSURANCE AND**

**MINIMUM LIMITS**

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 03/13/2019

Agreement/Reference: Agreement C-127028 btwn City of Los Angeles and MV Transportation Inc. - for operation of Cityride services (b)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

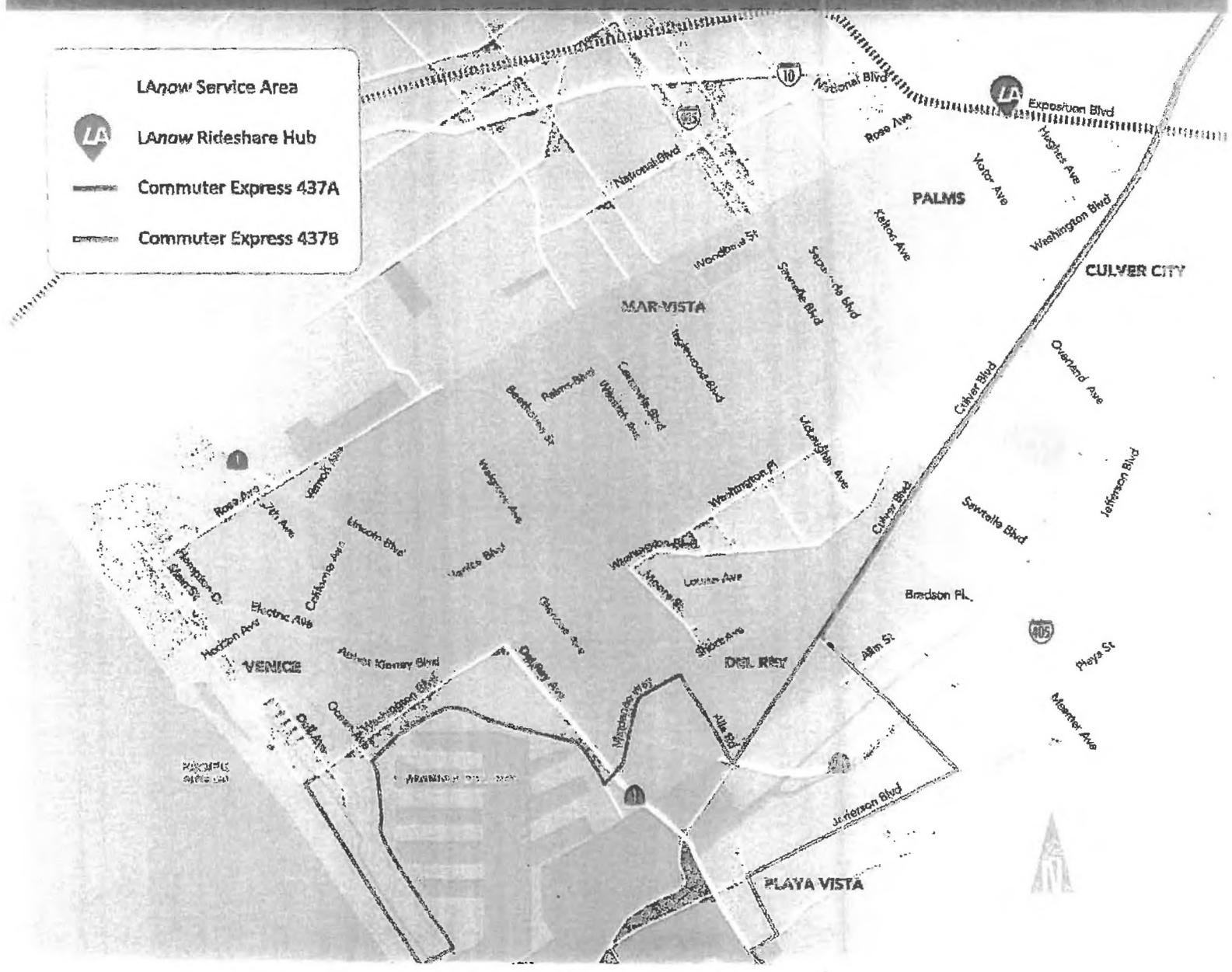
	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as additional insured</u>	<u>\$2,000,000</u>
<input type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$2,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> <b>Pollution Liability</b>	_____
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance	_____
Other: <u>Umbrella Liability = \$5 Million</u> <u>Cyber Liability = \$5 Million</u>	

If the contractor maintains higher limits than those indicated on Form Gen. 146 for this contract, the City of LA shall be entitled to coverage for the higher limits maintained by the contractor.

**EXHIBIT A**  
**SERVICE AREA MAP**

# LA<sup>now</sup> On Demand Shared-Ride Service Area

-  LA<sup>now</sup> Service Area
-  LA<sup>now</sup> Rideshare Hub
-  Commuter Express 437A
-  Commuter Express 437B



**EXHIBIT B**  
**COST PROPOSAL**



**COST PROPOSAL FOR: City of Los Angeles - Demand Response Pilot Project**

AM Peak 6  
 Off-Peak 4  
 PM Peak 6  
 SUBMITTED BY: MV TRANSPORTATION, INC

Cost Items	Variable Cost	Fixed Cost	Total
Driver Wages	\$ 177,143	\$ -	\$ 177,143
Staff Wages	\$ -	\$ 18,626	\$ 18,626
Maintenance Wages	\$ -	\$ 69,901	\$ 69,901
Payroll Tax	\$ 16,837	\$ 8,406	\$ 25,243
Fringe Benefits (includes W/C)	\$ 97,345	\$ 32,145	\$ 129,490
Insurance	\$ 22,891	\$ -	\$ 22,891
Operating Expense	\$ -	\$ 75,916	\$ 75,916
Fuel Cost	\$ -	\$ -	\$ -
Maintenance Cost	\$ 13,648	\$ -	\$ 13,648
Start-Up	\$ -	\$ 15,653	\$ 15,653
Interest	\$ -	\$ 2,482	\$ 2,482
Corporate Support	\$ 20,562	\$ 18,900	\$ 39,462
Profit	\$ 15,213	\$ 10,290	\$ 25,503
<b>Total Annual Cost</b>	<b>\$ 965,638</b>	<b>\$ 247,327</b>	<b>\$ 1,212,965</b>
Annual Revenue Hours	5,695		
Variable Cost per Rev Hour	\$ 64.20		
Monthly Fixed Fee		\$ 61,882	
One Time Pass Thru Operating Capital Cost		\$ 41,328	\$ 41,328

**Operating Capital Cost Detail**

1) Drive Cam	\$ 9,472
2) Mobile Eye	\$ 10,365
3) Used Road Supervisor Vehicle	\$ 20,520
4) Computer	\$ 972

One Time Pass Thru Cost IT	\$ 176,000	\$ 176,000
----------------------------	------------	------------

**Cost Notes:**

- 1) City pays for fuel
- 2) Cost of airtime for tablets included in the cost above
- 3) Bank/merchant transaction fees for credit card ticket purchases to be paid by City
- 4) Cost based on providing 67 revenue hours of service per day

**THIRD AMENDMENT TO**

**AGREEMENT C-127028**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**MV TRANSPORTATION, INC.**

**FOR THE OPERATION OF**

**THE CITY OF LOS ANGELES**

**CITYRIDE PROGRAM**

**DIAL-A-RIDE SERVICES**

**THIRD AMENDMENT TO THE AGREEMENT C-127028  
BETWEEN  
THE CITY OF LOS ANGELES  
AND MV TRANSPORTATION, INC. FOR THE OPERATION OF  
THE CITYRIDE PROGRAM**

**THIS THIRD AMENDMENT** to Agreement C-127028 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 MV Transportation, Inc. a California corporation (hereinafter referred to as "Contractor") is entered into with reference to the following:

**WHEREAS**, the City is desirous to continue obtaining services for the management and operation of the Cityride Program's Dial-A-Ride services known herein as Cityride Area 1, 2, and 3; and

**WHEREAS**, on July 13, 2015, the LADOT issued a Request for Proposals (RFP) in accordance with City Charter §372 seeking qualified Contractors to perform said services; and

**WHEREAS**, the City requested that the Contractor operate the Cityride Program's Dial-A-Ride in the time and manner set forth in the RFP and Proposal; and

**WHEREAS**, the parties entered into Agreement C-127028 on February 2, 2016, wherein the Contractor agreed to provide management and operation services of the Cityride program for a three-year term through February 1, 2019, with two renewal options exercisable in one-year increments (C.F. 06-1136); and

**WHEREAS**, the LADOT desired in the First Amendment to Agreement C-127028, to extend the terms of the agreement from February 2, 2019 through February 1, 2020 and to update the City's Standard Provisions for City Contracts (rev. 10/17 v.3); and

**WHEREAS**, the LADOT desired in the Second Amendment to Agreement C-127028, to implement a twelve-month shared-use mobility demonstration project in segments of West Los Angeles, (Palms, Mar Vista, Venice, and Del Rey) as reported in the Transit Service Analysis Phase One recommendation; and

**WHEREAS**, on October 26, 2018, City Council approved a total annual cost of \$3.5 million to restore quarterly user subsidies amounts and implement the taxi overflow program as reported in the Transit Service Analysis Phase One recommendation; and

**WHEREAS**, the LADOT desires in this Third Amendment to Agreement C-127028 to implement a Dial-A-Ride (DAR) Taxi Overflow service as part of the Cityride Dial-A-Ride program designed to optimize the DAR program as reported in the Transit Service Analysis Phase One recommendations (C.F.18-0244); and

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants and agreements herein contained, the parties agree to amend the existing agreement as follows:

1. **Section III, CONTRACTOR DUTIES AND SCOPE OF WORK, Subsection B, hereby amended adding paragraph 8.**
  
8. The Contractor shall operate a program that provided Taxi Paratransit Overflow Service for the Cityride DAR program wherein Contractor provided curb-to-curb taxi services to supplement current Cityride DAR service and meet the demand for increased service. Contractor agrees to provide the following for the Taxi Paratransit Overflow Service.
  - a. Agreement with a taxicab company (ies) - The Contractor shall enter into an Agreement with a taxicab company (ies) who shall provide taxicab vehicles and operators to provide curb-to-curb taxi services. The agreement shall include, but not limited to the employment and supervision of all personnel, vehicle operators, mechanics, dispatcher, and vehicle maintenance personnel; conduct training and safety programs; perform mechanical maintenance; ensure safety and comfort on all vehicles; and fuel vehicles (See Attachment 1 – Sample Agreement).
  - b. Service Hours - The service will operate during LADOT normal business hours, Monday through Friday from 8:00 a.m. to 4:30 p.m.
  - c. Trip Assignments - The Contractor shall assign trips to the taxicab company (ies) for performance on weekdays. Any unmet trips scheduled one day or two days in advance and last-minute trip requests will be transmitted from the Contractor to the taxicab company (ies) electronically via the existing setup, no later than 1:00 a.m. of the service day. The taxicab company (ies) is responsible for communicating the scheduled trips to its drivers.
  - d. Reservations Personnel - The Contractor shall provide additional trained personnel to handle higher volumes of telephone calls for both LAnow and the Cityride Taxi Paratransit Overflow service. The Contractor shall increase the current number of full-time reservationists from four to six to handle the anticipated increase in service calls.
  - e. Taxi Overflow Service Personnel - The Contractor shall provide one Dispatch Manager, one Dispatcher, and one Data Clerk to ensure efficient and timely administration of all Dial-a-Ride, on-demand shared ride trips in accordance with the service schedule, and policies set forth by the City.
  - f. Code of Conduct - The Contract shall ensure that any taxicab company (ies) (including taxicab drivers) shall not discriminate against any Cityride participant based on the method of payment. Any complaints from a Cityride participant regarding service by a taxicab driver will be investigated by the Contractor and reported to the LADOT Project Manager.

- g. Shared Ride Trips - Shared Ride trips will be included as part of the Cityride Paratransit Taxi Overflow service. A Shared Ride Trip involves two or more passengers traveling for at least a portion of their trip together, involving one or more pick up locations, going to one or more drop-off locations, and are scheduled to be performed by one taxicab. Shared Ride Trips shall be billed as a single trip with mileage calculated by the system in accordance with this Agreement for computation of the total distance traveled.

If the Cityride participant shares a taxi with another passenger, the Trip Fare could be reduced by 40 percent or more, saving both the Cityride participant and the City on each trip. Enabling shared rides will allow fewer vehicles to serve more Cityride customer, will aid in reducing overall road congestion, and will contribute to a reduction in the carbon dioxide emission footprint.

- h. Driver Training - The Contractor shall ensure that all taxicab drivers have adequate sensitivity training, a curb-to-curb passenger assistance training, wheelchair passenger assistance training, and package handling training on the Cityride Taxi Paratransit Overflow service.
- i. Passenger Portal Mobil Website - As part of the Contractor's mobile website, Cityride customers will be eligible to register on Trapeze's module, called "Passenger Portal". The module will allow Cityride participants to use their computers, tablets, or phone to make reservations and view trip status. Participants will also be able to add notification preferences via Passenger Portal and select to receive texts, emails, or calls for pending pick-ups. Cityride participants must establish a profile that allows them to access these features.
- j. Service Delays - Whenever the Contractor receives notice, has knowledge that any actual or potential situation is delaying, or threaten to delay the timely performance of service to be provided herein under this Contract, the Contractor must immediately give notice to the City via telephone or email. The Contractor must consult with the City to determine the best method or course of action to alleviate or avoid such delay and must take such action thereafter in this matter as directed by the LADOT Project Manager.
- k. Wheelchair Accessible Vehicles - The Contractor agrees to provide wheelchair accessible taxicabs. All vehicles, vehicle equipment, and any other equipment necessary to provide this service shall be in excellent condition and are subject to the City's inspection before operation.
- l. Performance Reports - As part of the reporting requirements for the Cityride Paratransit Taxi Overflow service, the Contractor shall provide monthly ridership, the number of passengers per trips, and the subsidy cost per passenger each month. The Contractor will also be required to monitor and perform live tracking of all taxis as part of their on-time performance.

In addition, the goal of Cityride Paratransit Taxi Overflow service is to reduce the high number of trips denied due to lack of capacity. The Contractor shall reduce the total number of trip denial to three percent per year. Denials are defined as those trips that

cannot be scheduled within a window of one hour before or after the requested time and are reported as Standby Trips. In addition, the Contractor shall maintain their schedule adherence at the minimum standard as stated in the RFP. (See Attachment 2 - DAR Cityride Performance Standard).

- m. Program Review by Participants - The Contractor will provide Cityride participants the option to evaluate the taxicab service by establishing a Driver Report Card on their website.
- n. Reporting of Accidents -In the event of an accident occurring during the provision of service under this Agreement, the taxicab company (ies) shall notify the Contractor (phone dispatch) and email the accident documentation within 24 hours of the accident. The accident documentation shall conform to the City's Reporting criteria.

2. **Section IV, COMPENSATION, Subsection A, Paragraph 1** is hereby amended to add the following:

For the operations of the Cityride Paratransit Taxi Program, service expenditures for this contract year shall not exceed the amount of \$1,736,955 (See Attachment 3 – Cost Proposal). The proposed rates include all administrative cost, labor, supervision, insurance, taxi trip cost, software development, and software upgrades.

3. **Section IV, COMPENSATION, Subsection A, Paragraph 2** is hereby amended to add the following:

Contractor shall submit invoices along with all supporting documentation for all trips on a bi-monthly basis. Each invoice will include a detailed trip report for each Taxicab ride request or ride, including, (i) Driver ID Number, (ii) Vehicle ID Number, (iii) Participant's last eight Card Number, (iv) the Trip ID, (v) Trip date and Time, (vi) Actual Miles, (vii) Number of Passengers and (viii) Authorized Amount. The Contractor shall determine the amount of payment due to the taxicab company (ies) based on the documentation submitted by the taxicab companies (ies).

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

**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

MV Transportation, Inc., a California Corporation

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

NOTE: If Contractor is a corporation, two signatures are required.

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

\* 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.

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

City Agreement Number: C-127028-1

Council File Number: 06-1136

**ATTACHMENT 1**  
**SAMPLE AGREEMENT**

CITYRIDE CONTRACT NO. C-127028  
SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontractor Agreement") is made and entered into by and between MV Transportation, Inc. ("MV") and LA Checker Cab Co., Inc. ("Checker") effective as of the Effective Date as herein after defined and with reference to the following:

A. MV is a party to Contract No. C-127028, as amended ("LADOT CITYRIDE C-127028"), with Cityride Services ("CITYRIDE") pursuant to which, effective April 1, 2019, MV is to provide certain complementary ADA paratransit services to LADOT CITYRIDE-certified riders in the Areas 1, 2 and 3 through and including February 1, 2020.

B. MV wishes to engage the services of Checker to act as a subcontractor to MV with respect to LADOT CITYRIDE C-127028 by performing certain complementary ADA paratransit trips assigned by MV to Checker from time to time.

C. Checker has represented to MV and LADOT CITYRIDE that it is financially able and is willing to perform trips assigned and in doing so comply with LADOT CITYRIDE C-127028 in all material respects.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows:

**1. Checker's Covenants and Agreements**

1.1 Agreement to provide Services. Checker shall provide certain complementary ADA paratransit trips as may be requested by MV during the term of this Subcontractor Agreement in accordance with the procedures set forth in Exhibit 1.1

1.2 Agreement to Abide by LADOT CITYRIDE C-127028 Terms. Checker represents and warrants that it has read and understands the provisions of LADOT CITYRIDE C-127028 attached as Exhibit 1.2. Checker agrees that:

1.2.1 Except as otherwise set forth to the contrary in this Subcontractor Agreement, in providing the trips assigned to it hereunder it will strictly and timely comply with each and every term covenant and condition of LADOT CITYRIDE C-127028 applicable to the trips it so undertakes;

1.2.2. Without limiting the generality of the foregoing, Checker agrees that in providing the trips contemplated by this Subcontractor Agreement, it will do nothing to violate the terms of LADOT CITYRIDE C-127028 or to cause MV to violate such terms;

1.2.3. With respect to the trips undertaken pursuant to this Subcontractor Agreement, Checker will assist MV in MV's compliance with the provisions of LADOT CITYRIDE C-12702 and to this end cooperate and coordinate with MV.

1.2.4. With respect to the trips provided by Checker or through further subcontract, there shall at all times be in place insurance meeting the requirements of LADOT CITYRIDE C-127028, and such insurance shall name both MV and CITYRIDE as additional insureds. Such insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work under this Agreement and no less than thirty (30) days prior to the expiration of any of these policies, certificates of insurance approved by MV evidencing the maintenance of such insurance shall be furnished to CITYRIDE and MV. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice to MV and CITYRIDE by the insurance carrier. Checker shall be responsible for maintaining any other coverage required by law. Checker will furnish to MV within three (3) days of request certified copies of all policies required under the Agreement..

1.3. Agreement to Install Equipment and Vehicle Inspection. Checker shall do all things necessary, at its sole cost and expense, to make available adequate wheelchair accessible vehicles with appropriate configurations to accommodate shared rides as are necessary to provide the services under this Subcontractor Agreement. Checker will, at its sole cost and expense, ensure that all such vehicles to be certified by CITYRIDE as compliant with CITYRIDE's requirements including installation of on-board Tablets, radios, and GPS systems so as to permit the routing, dispatching, and reporting requirements of LADOT CITYRIDE C-127028 to be met. MV shall assist Checker in installing the "Driver Mate" and "Taxi Mate" apps on the Checker (compatible) provided tablets and/or compatible smartphones. MV will deduct the apps fees for the Checker invoices in accordance with Exhibit 2.2.

~~1.4. Agreement to Train Drivers.~~ Checker will make available for trips assigned to it by MV drivers who have undergone and passed the background checks, drug and alcohol testing and specialized training required by LADOT CITYRIDE C-127028, are certified by CITYRIDE to drive vehicles with CITYRIDE passengers aboard, and who are ready, willing and able to drive the vehicles described in 1.3 above. At its discretion, MV may provide the classroom training portion of the required training under the contract at MV's facility and in accordance with MV's pre-established standards, rules, provisions, guides, class schedules, and curriculum.

1.5 Agreement to Reimburse for Chargebacks, Fines and Deductions. Checker will promptly reimburse MV for any chargebacks, fines or deduction imposed by CITYRIDE against MV to the extent that the chargeback, fine or deduction is principally caused by the failure of Checker to abide by the terms and conditions of LADOT CITYRIDE C-127028 for whatever reason.

1.6 Billing for Trips. Checker will bill MV semi-monthly for trips undertaken pursuant to this Subcontractor Agreement and for which Checker has not otherwise been paid.

## 2. MV's Covenants and Agreements

2.1 MV's assignment of Trips to Checker. MV will assign certain complementary ADA paratransit trips to Checker in accordance with the procedure set forth in ¶ 1.1 and Exhibit 1.1.

2.2 MV's payment for Trips. MV will pay Checker for trips assigned by MV and provided by Checker with respect to CITYRIDE riders under LADOT CITYRIDE C-127028 in accordance with the payment provisions of Exhibit 2.2. Such payment shall be made within 15 days of receipt of such billing or receipt by MV of payment for the trips involved therein from CITYRIDE, whichever is later. The parties acknowledge and agree that MV will make payments to "Blue and Yellow Taxi Group, Inc."

## 3. Term and Termination.

3.1 Term. The term of this Subcontractor Agreement shall be for a period not to exceed the term of LADOT CITYRIDE C-127028. It may be earlier terminated, without cause, by Checker upon not less than thirty (30) days advance written notice to MV in writing. It may be earlier terminated, without cause, by MV upon not less than ten (10) days advance written notice to Checker. It may be terminated by either party for cause upon ten (10) days advance written notice to the other and to CITYRIDE. In this connection, "for cause" shall mean a material breach of any provision of this agreement by the other party which remains uncured (i) for three (3) business days after receipt of written notice detailing the same if it pertains to the payment of a sum certain in money, and (ii) 10 business days after receipt of written notice detailing the same for all other material uncured breaches.

3.2 CITYRIDE Termination Right. The parties acknowledge that CITYRIDE retains the right of prior approval of all Subcontractors and the right to require MV to terminate Checker, for any reason deemed appropriate by CITYRIDE, by so notifying MV in writing. Should such a notification be submitted to MV with respect to Checker, this Subcontractor Agreement shall terminate upon the effective date of such notice. Upon any such termination, MV shall be liable to Checker only for compliant services rendered by Checker under this Subcontractor Agreement up to the effective date of the notice.

3.3 Effective Date. The effective date of this Subcontractor Agreement shall be April 1, 2019 ("Effective Date")

## 4. General Provisions

4.1. Personal Authority. Each person who executes this Subcontractor

Agreement on behalf of a legal entity represents and warrants that he or she has all requisite authority to bind the entity for which they execute this Assignment.

4.2. Power to Contract. Each party hereto represents and warrants that it has the full legal right and power required to enter into this Subcontractor Agreement and to perform fully all other obligations under and actions contemplated by this Assignment.

4.3. Restrictions on Transfer. Neither MV nor Checker is a party to, subject to or bound by any contract or other agreement or any lien or other encumbrance or any judgment, order, writ, prohibition, injunction or decree of any court, arbitrator or governmental or regulatory body which prevents or restricts the execution and delivery of this Subcontractor Agreement by them, their respective performance required under it.

4.4. Consents and Approvals. Neither the execution and delivery by any party, nor the performance of their respective obligations hereunder, will require them to obtain any consent, approval, permit, waiver or other authorization of or from, or to make any filing with or give notice to, any governmental authority or any other person or entity other than CITYRIDE which has consented to the form of this Subcontractor Agreement.

4.5. Subcontractor Agreement Not in Breach of Other Instruments or Obligations. Neither the execution and delivery by the parties of this Subcontractor Agreement nor the performance by them of their respective obligations hereunder will violate or conflict with, constitute a breach of or default under, or result in the termination or forfeiture of (i) any contract, indenture or other agreement, commitment, instrument, lien or encumbrance to which they or any of them are a party or otherwise bound or under which any of their assets are subject to, or (ii) any judgment, order, injunction, decree, law, rule or regulation applicable to them or their respective assets, or (iii) their respective Articles of Incorporation and/or Bylaws.

4.6. Litigation. There is no action, suit, proceeding or investigation pending or threatened against or affecting the parties or their assets which would, if successful, effectively prevent the party from complying with any of the terms hereof in a timely manner

4.7. Fraudulent Transfer. Each party represents to the other that it is solvent and is able to pay its debts, liabilities and obligations as they become due. None of the transactions contemplated hereunder renders or will render the party insolvent or unable to pay its debts as they become due.

4.8. Notices. Any and all notice, demands, requests, or other communications required or permitted by this Subcontractor Agreement or by law to be served on, given to, or delivered to any party hereto by another party to this Subcontractor Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party, or to an officer of the party, or in lieu of such personal delivery, when deposited in the United States first-class postage, prepaid, addressed to MV, Checker or CITYRIDE at the address of their respective principal offices. Any party may change the address of its principal office in the

manner required by law for purposes of this Section by giving notice of the change, to the other parties.

4.9. Indemnification. Checker shall indemnify, defend, protect and hold harmless, MV and CITYRIDE, and their respective officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after the Effective Date, from and against all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses (including reasonable attorneys' fees, expert witness fees and costs and expenses of investigation) incurred by CITYRIDE or MV as a result of, arising from or related to (a) Checker's performance of the Services, (b) any damage to property or injury to or death of any persons occasioned by or related to the acts or omissions of Checker or its employees, agents, subcontractors, or representatives, (c) any services provided by a subcontractor on behalf of Checker, or any obligations owing to any such subcontractor, or (d) any breach of or non-fulfillment of any covenant or agreement on the part of Checker under this Agreement.

4.10 Attorneys' Fees. Should any litigation be commenced between the parties to this Subcontractor Agreement concerning any provision of this Assignment, or the rights and obligations of any party or the successor of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

4.11. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and permitted assigns. This Agreement is personal to Checker. Checker has no right to, and shall not, subcontract or transfer, assign or convey any of the rights granted to it hereunder to any person or entity for any use without the prior written consent of MV, which consent may be withheld in MV's sole and absolute discretion. This Agreement, and any of MV's rights hereunder, may be assigned by MV to any of its affiliates or any person or entity that acquires MV's business (whether by merger, acquisition of assets, acquisition of equity interests, or otherwise) without the prior written consent of Checker.

4.12. Severability. Should any provision or portion of this Subcontractor Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Subcontractor Agreement shall be unaffected by such holding.

4.13. Governing Law. The respective rights, obligations and remedies of the parties hereunder, the interpretation hereof, and all disputes, controversies and claims arising out of or related to this Subcontractor Agreement, shall be governed by and construed in accordance with the law of the United States, where applicable and otherwise by the internal laws of the State of California, without reference to its principles of conflicts of laws.

4.14. Integration. Except as otherwise expressly provided herein, this

Subcontractor Agreement and its Exhibits constitute the sole and only agreement of the parties hereto respecting its subject matter and correctly set forth the rights, duties, and obligations of each to the other in relation thereto as of its date. Any prior arrangements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Subcontractor Agreement are of no force or effect.

4.15. Cooperation. Each of the parties hereto agree to execute such additional documents are reasonably necessary to carry out the intent of this agreement, are consistent therewith and which have been approved as to form and substance by legal counsel to CITYRIDE.

4.16 Inspection; Audit. MV and CITYRIDE shall have the right to inspect and monitor all activities of Checker's performance under this Agreement. MV has the right to enter Checker's facility at any time when Checker's staff is present or when Checker's vehicles are in operation to inspect the condition of any vehicle used hereunder with reasonable prior notice. Checker shall allow the authorized representatives of MV, CITYRIDE, the U.S. Department of Transportation, State Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Checker relating to performance under this Agreement, including payroll records. Such audit shall be allowed upon reasonable notice by MV or any aforementioned agency. Further, Checker shall maintain all required records for three (3) years after final payment under this Agreement and until all other pending matters are closed.

4.17 Independent Contractor. Each party is an independent contractor and no party hereto is or shall be considered to be the agent of the other party for any purpose whatsoever. No party has any authorization pursuant to this Agreement to enter into any contract or assume any obligation for the other party or make any warranty or representation on behalf of the other party. This Agreement shall not be construed so as to constitute the parties as partners or joint venturers or so as to create any other form of legal association which imposes liability upon any party for the acts or omissions of any other party. The personnel performing services on behalf of Checker under this Agreement shall at all times be under Checker's exclusive direction and control and shall be employees or independent contractors of Checker and not employees or independent contractors of MV or CITYRIDE. Checker shall pay all wages, salaries and other amounts due its employees or independent contractors in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. Checker shall notify its employees by written notice that any and all obligations in connection with their employment are those of Checker and not of MV or CITYRIDE.

4.18 Dispute Resolution. Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. THE PARTIES EACH WAIVE THE RIGHT TO A JURY TRIAL AND EACH WAIVE THE RIGHT TO

ADJUDICATE THEIR DISPUTES UNDER THIS AGREEMENT OUTSIDE THE ARBITRATION FORUM PROVIDED FOR IN THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. Such arbitration shall be conducted by a single arbitrator in Los Angeles, California. Any party may initiate arbitration of any dispute under this Agreement by giving written notice to the other party. Within ten days after receipt of notice initiating arbitration, the parties shall select, from a list of arbitrators provided by the AAA office serving Los Angeles, California, the arbitrator. If the parties are unable to agree on the arbitrator, the arbitrator shall be selected by AAA. The parties shall share equally the costs of the arbitrator, unless the arbitrator determines otherwise. The parties shall direct the arbitrator to render a written decision within 30 days after the conclusion of all oral testimony. Except as set forth in this paragraph, the then-current commercial arbitration rules of the AAA shall govern the conduct of any arbitration proceeding. Notwithstanding anything to the contrary contained herein, either parties shall have the right to obtain injunctive relief to protect any rights or property of such party pending determination of the merits of the controversy. The arbitrator shall have the authority to order payment of damages, reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrator determines that a breach hereof has occurred. A decision by the arbitrator shall be final and binding. Judgment may be entered on the arbitrators' award. CHECKER'S AGREEMENT TO BE BOUND BY THE ARBITRATION PROVISIONS OF THIS AGREEMENT IS A MATERIAL CONDITION OF THIS AGREEMENT. The consideration for this Agreement includes the parties' mutual agreement to arbitrate their disputes. This paragraph shall be construed and enforced under the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* ("FAA").

4.19 Third Party Beneficiary. Under this agreement CITYRIDE is an intended third-party beneficiary and shall have the right, power and authority to enforce the provisions hereof as though it was a party hereto.

4.20 Survival After Termination. Sections 1.5 and 2.3, and all of Section 4 (including subparts) shall survive the termination of this Agreement.

## 5. Federal Clauses

5.1 Checker agrees that in providing services hereunder, it shall comply with the applicable provisions, if any, of the federal requirements required to be included herein pursuant to LADOT CITYRIDE C-127028.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Subcontractor Agreement as of the Effective Date.

MV

MV Transportation, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHECKER

LA Checker Cab Co., Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT 1.1

### TRIP PROCEDURES

a. Days and Hours of Service: On-time demand taxi service shall be provided Monday through Friday of each week, excluding Holidays. (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

b. Trip Assignment; Dispatching; Routing. MV will dispatch trips to Checker vehicles directly via the "Driver Mate", or "Taxi Mate" apps. The taxi drivers must perform such trips according to their pre-established order. All deviations must be communicated to MV dispatch immediately. Contractor is responsible for communicating the schedules to its drivers

c. Shared Rides. MV may send Checker "Shared Ride" trips. A Shared Ride trip involves two or more passengers traveling for at least a portion of their trip together, involving one or more pick up locations, going to one or more drop-off locations and are scheduled to be performed by one taxi. Shared Ride trips shall be billed as a single trip with mileage calculated by the Trapeze System in accordance with this Agreement for computation of the total distance traveled.

d. On-Time Service. Drivers will not arrive at a pick up earlier than the pickup scheduled time, or more than thirty (30) minutes behind the pickup scheduled time. Trips are scheduled to specific pick-up times, within a 30-minute pick up window. Once vehicles arrive at the designated pick up location, the drivers must wait three (3) minutes for customers to arrive. Drivers will contact dispatch for instructions whenever customers do not arrive at the designated pick-up locations within three (3) minutes after the vehicles arrive. In no instance will the driver leave without authorization from MV dispatcher. Checker shall ensure its drivers use the shortest and quickest route between the point of origin and point of destination in order to provide efficient customer service.

e. Vehicle Inspection. Drivers shall inspect their vehicles prior to pull-out. Any equipment malfunctions shall be reported to dispatch. Equipment malfunctions include, but are not limited to, the following: inoperable wheelchair lifts or ramps (when equipped), inoperable vehicle location or mobile data units, inoperable heating or cooling, or cracked mirrors or windshields.

f. Manner of Services. Checker shall provide the services described herein and LADOT CITYRIDE C-127028 in a competent and professional manner and in a manner that is reasonably satisfactory to MV and CITYRIDE. Checker shall fully and promptly cooperate with MV in all aspects of the services.

g. Personnel. Checker agrees that at all times it will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the Services under this Agreement and LADOT CITYRIDE C-127028. Checker warrants and represents

to MV that Checker's personnel have the proper skill, training, background, knowledge, experience, character, and licenses as necessary to perform services under this Agreement.

h. Problems; Accidents. Drivers shall immediately report to MV dispatch any service problems as they occur, including, but not limited to: accidents, injuries, vehicle condition, manifest errors, schedule adherence problems, customer no-show, traffic conditions, customer behavior problems, excessive customer assistance requirement, customer identification problems, fare payment problems, and any other clarification required by the driver. In the event of an accident occurring during the provision of Services under this Agreement, Checker shall immediately notify MV (phone or radio dispatch) and fax or email accident documentation within 24 hours of the accident.

i. Complaints. Complaints against Checker and its personnel will be taken by MV or CITYRIDE. MV or CITYRIDE may request removal of drivers or other Checker personnel in the event the subject personnel is determined by MV or CITYRIDE of not assisting customers in an efficient, knowledgeable, professional, safe and/or courteous manner. Removal of any of Checker's personnel does not require the termination of such employee or independent contractor from Checker's employ.

j. No Joint Employment. Checker acknowledges and agrees that MV and CITYRIDE are not joint employers of Checker's employees or independent contractors. Checker affirms and represents that MV has no power or authority to hire and fire Checker's employees; that MV has no supervision or control of Checker's employee work schedules or conditions of employment; that Checker is the exclusive decision maker of Checker's methods and rates of payment to its employees; and that Checker is the sole administrator and keeper of Checker's employment records.

k. Compliance; Permits and Licenses. Checker shall perform the services under this Agreement in strict compliance with the terms of LADOT CITYRIDE C-127028 and all federal, state, and local laws, rules, and ordinances applicable to the services, including all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et. seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612. Checker shall be responsible to obtain, at its own cost and expense, any and all licenses and/or permits required to perform the services. If any required license is not obtained, or is suspended, revoked or terminated during the term of this Agreement, Checker shall notify MV immediately in writing of the situation and MV may then suspend Checker's services and further payment under this Agreement or terminate this Agreement.

l. Equal Employment Opportunity/Affirmative Action Employer. Checker shall comply with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.

m. FTA Drug and Alcohol Testing Requirements. Checker shall comply with and ensure all safety sensitive employees will include taxi operators, mechanics and supervisory personal and are subject to all Federal Drug and Alcohol Testing policies and procedures of FTA regulation Part 655 and 49 CFR Part 40—Procedures For Transportation Workplace Drug and Alcohol Testing Programs. MV, CITYRIDE, or its designated representatives are authorized to audit these records as described in herein.

n. Removed Drivers. Checker shall not assign work under this Agreement to any driver or independent contractor who was removed from service by any other provider, MV, or CITYRIDE due to failure(s) to meet the standards of MV or CITYRIDE or any local, state, or federal drug, alcohol, or safety laws or regulations. Checker acknowledges and agrees that Checker will not be entitled to payment, and MV will not be obligated to pay, for any trips performed by removed drivers.

o. Liquidated Damages. Checker shall be liable for any and all liquidated damages and/or other fees and costs assessed against MV by CITYRIDE related, directly or indirectly, to the services provided by Checker or the errors, omissions, or lack of performance of Checker.

## EXHIBIT 2.1

### FEES, INVOICING, & PAYMENT

1. Fees. During the term of this Agreement, MV shall pay Checker for services performed in accordance with the Agreement at the rate of \$2.86 per live mile. The term "live mile" shall mean the number of miles, as measured by the Trapeze system, from the point of origin to the point of destination of an assigned trip. In the event of a shared ride, the miles measured are based the total live miles of the route as measured by the Trapeze shared miles report. At no time will a vehicle be paid more than \$2.86 per live mile, regardless of the number of passengers per vehicle. The rate paid to Checker shall compensate Checker for all costs associated with providing the services unless otherwise stated herein. Checker shall be responsible for the payment of all taxes of every kind which result from Checker's performance of this Agreement and/or all amounts paid to Checker.

Additionally, MV will deduct from Checker invoices

- a. \$0.05 for every trip serviced on the "Taxi Mate" app.

2. Invoices; Payment. MV shall pay Checker in arrears after the service has been provided. Checker shall submit invoices and all valid trip information received on a semi-monthly basis. MV shall determine the amount of payment due Checker based on the documentation submitted by Checker, less retained cash and credit card fares. Checker acknowledges that if it is late in submitting invoices, or if invoices contain errors, payment may be delayed. MV shall pay Checker within 15 days of receipt of Checker's invoice or after receipt of payment from CITYRIDE, whichever occurs later. Checker acknowledges and agrees that invoices will not be due and payable if (i) the amount invoiced is incorrect or inconsistent with the Agreement, (ii) invoice or performance under this Agreement is in dispute, or Checker has clearly failed to comply with the terms of this Agreement or LADOT CITYRIDE C-127028 regarding the services, (iii) the services do not meet the quality requirements or have not been accepted by MV or CITYRIDE, and such non-acceptance is commercially reasonable or permissible under this Agreement and LADOT CITYRIDE C-127028, and/or (iv) Checker fails to turn in to MV all non-cash fare media collected or should have been collected by Checker's drivers.

**ATTACHMENT 2**  
**DAR Cityride Performance**  
**Standard**

## 8. PERFORMANCE STANDARDS

### 8.1. OVERVIEW

The City shall monitor the project bus service in order to assess the performance of the Contractor in delivering the service. The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Performance penalties shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least one passenger or observer; 3) LADOT staff or 4) contracted LADOT third party inspectors. The City reserves the right to modify these performance criteria, as necessary.

### 8.2. SERVICE PERFORMANCE STANDARDS

The City has established the following service performance standards along with the penalties imposed for each performance criteria that is not met:

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PENALTY AMOUNT
Preventive Maintenance Inspection (PMI) Completed On-Time	100% PMI on-time	Monthly	No. of buses that completed its PMI inspection compared with the number buses due for inspection	\$500 per bus
Road calls per 100,000 miles	3 per 100,000 miles	Monthly	Road Calls divided by total miles multiplied by 100,000	\$600 for every road call above the standard.
Fleet Availability	Minimum 95% fleet availability	Daily	Number of buses available for service compared to number of buses needed to meet 100% service	\$1,000 per unit not meeting the minimum standard

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PENALTY AMOUNT
Number of Vehicle/ Equipment Comebacks per Month	Maximum of 2 per month per vehicle/ equipment	Monthly	Each vehicle/equipment that has comeback for the same problem that exceeds the maximum standard in a month	\$500 per incident
Repeat Road Calls for the Same Task Per Month	Maximum of 1 per month	Monthly	Each vehicle with the same/repeated road call for a month that exceeds the standard in a month	\$500 per each incident
Completed Revenue Hours	Minimum 95% revenue hours must be completed	Monthly	Revenue hours completed divided by scheduled revenue hours	\$1,000 for every whole percentage point below the minimum standard
Preventable Accidents	Maximum of 3 per 100,00 miles	Monthly	Number of preventable accidents divided by total miles multiplied by 100,000	\$1,500 every accident over the maximum standard
Unsafe Driver	100%	Daily	Diver is reported for unsafe operation of the vehicle	\$600 per incident
Passenger Pick Up Window	100% of trips completed within the 30 minute window	Daily	Pick up of passengers within the 30 minute window, based on the scheduled appointment time.	\$400 not meeting the standard
Excessive Ride Time	Cannot exceed 90 minutes	Daily	Time period allowed between the 30 minute wait period and 60 minute ride time	\$400 per unit not meeting the minimum standard
Ride Time	No more than 60 minutes	Daily	Time period allowed between passenger pick up and drop off	\$400 per unit not meeting the minimum standard
Late Trips	Shall not exceed 0%	Daily	The number of trips where the vehicle arrives beyond the 30 minute window or not at all	\$500 per unit not meeting the minimum requirement
Missed Trip	Maximum of 0 per month	Daily	Shall not exceed zero	\$500 per missed trip after threshold reached per month
Excessive Telephone Hold Time	120 seconds	Monthly	Time caller is on hold while in queue	\$1,000 when average hold time is more than 120 seconds
Submission of Reports or Data	Late Report submission	Weekly/ Monthly /Quarterly	All required reports must be submitted to LADOT on-time	\$200 per day a report is overdue
Staffing	Adequate staffing is required throughout the term of the contract	Monthly	Failure to adequately staff the project or deployment of project manager or other staff to other projects	\$10,000 per occurrence
Misuse of City Vehicles	Ensure all City vehicles are used as specified by the City	Monthly	Any unauthorized use of City vehicles shall result in a reimbursement of cost	\$1,000 per occurrence
Driver Courtesy	Frequency per incident	Monthly	If driver is reported for discourteous or rude behavior, passing up a customer or	\$400 per incident

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PENALTY AMOUNT
Timely Submission and Accuracy of Contractor Required Reports (see Section 7.6)	100% timeliness and accuracy	Daily	N/A	\$200 per late or inaccurate report per day; \$1,000 for intentional falsification or intentional non-submission of report
Extensive Damage/Bus Fire	Zero Tolerance	Per Incident	N/A	\$5,000 in addition to \$10,000 additional penalty if investigation shows case of extensive damage/bus fire is lack of proper maintenance of vehicle
ADA Violations	100% compliance	Per Incident	Violations found per <u>any</u> vehicle audit or verifiable reported incident	\$500 per incident
Safety Related Violations	100% compliance	Per Incident	Violations found per any vehicle audit including third party inspectors employed by the City	\$500 for first violation; if the vehicle is found either in service or the next inspection with the same problem, \$1,000 for second offense
CHP Terminal Inspection Violation	100% compliance	Per Incident	N/A	\$500 for any vehicle placed out of service by CHP; \$3,000.00 for unsatisfactory rating
Schedule Adherence	95% compliance	Monthly	Number of trips reported late by contractor and observed by or reported to LADOT	\$200 for every whole percentage point below the minimum standard
Violations of <u>any</u> other provisions in the RFP	100% compliance	Monthly	N/A	\$500 for initial violation per provision; \$1,000 for each repeat of the same violation per provision

\* Note: The City reserve the right to add to or modify the performance standards. The City may impose the penalties as it deems necessary in order to enforce provisions of the RFP.

### 8.3. PENALTIES DEDUCTED FROM CONTRACTOR MONTHLY INVOICES

All performance penalties assessed against the Contractor will be deducted from the monthly invoices. Circumstances deemed to be beyond the control of the Contractor that cause the Contractor to fail to comply with the stated performance requirement may be considered as just cause on the part of the City not to assess performance penalties against the Contractor. The Contractor shall receive written notice of the City's intent to assess performance penalties

and will be provided an opportunity to present a written response thereto within 10 days after receipt of written notice.

# **ATTACHMENT 3**

## **Cost Proposal**



**COST PROPOSAL FOR CITY RIDE - TAXI COMPONENT  
SUBMITTED BY: MV TRANSPORTATION, INC**

Cost Items	Year 1 Total
Staff Wages	\$ 235,888
Payroll Tax	\$ 21,014
Fringe Benefits	\$ 98,669
Insurance	\$ 6,301
Operating Expense	\$ 77,697
Taxi Trip Cost	\$ 826,808
Start-Up	\$ 14,735
Software Development & Upgrade	\$ 138,650
Capital	\$ 12,013
Interest	\$ 7,636
Corporate Support	\$ 101,328
Profit	\$ 98,217
<b>Total Annual Cost</b>	<b>\$ 1,736,955</b>

One-Time Cost	\$ 148,653
Annual Fixed Fee	\$ 661,484
Annual Estimated Taxi Cost	\$ 826,808
<b>Total</b>	<b>\$ 1,736,955</b>

Average Cost Per Trip	\$ 12.92
Monthly Fixed Fee	\$ 55,124

Note: Estimated annual taxi trip cost is based on \$2.86 charge per mile for each trip based on 71,760 annual estimated trips with an average of 4.51 miles per trip. Billing for each trip will be based on a variable rate of \$2.86 per mile.