

# access

**BOARD OF DIRECTORS MEETING**  
**Monday, December 2, 2019**  
**General Session: 12:00 p.m.**  
**Closed Session: Immediately Following**

**Los Angeles County Metro Board Room**  
**One Gateway Plaza, 3rd Floor**  
**Los Angeles CA 90012**

## **MISSION STATEMENT**

*Access Services promotes access to all modes of transportation and provides quality and safe ADA paratransit service on behalf of public transit agencies in Los Angeles County.*

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	<u>DISPOSITION</u>
1. <b>CALL TO ORDER</b>	ACTION
2. <b>REVIEW &amp; APPROVAL OF MINUTES FROM THE BOARD MEETING ON OCTOBER 21, 2019</b> (page 6) [Staff Recommendation: Approve minutes as written.]	ACTION [Vote Required: majority of quorum by roll call]
3. <b>REVIEW &amp; APPROVAL OF MINUTES FROM THE SPECIAL BOARD MEETING ON NOVEMBER 21, 2019</b> (page 13) [Staff Recommendation: Approve minutes as written.]	ACTION [Vote Required: majority of quorum by roll call]
4. <b>REPORT FROM EX-OFFICIO BOARD MEMBERS</b>	INFORMATION
5. <b>GENERAL PUBLIC COMMENT</b>	INFORMATION

6. **SUPERIOR SERVICE AWARD AND 2019 JERRY WALKER COMMITMENT TO QUALITY SERVICE AWARD**

PRESENTATIONS

7. **CONSENT CALENDAR**

ACTION

[Vote Required: majority of quorum by roll call]

- a) Consideration to Extend Term and Increase Funds - TAP Card Production Memorandum of Understanding (MOU) (page 15)

[Staff Recommendation: Authorize an additional \$300,000 for the production and issuance of Access Rider ID/TAP cards for the period of February 1, 2020 - January 31, 2021.]

- b) Consideration to Reappoint Community Advisory Committee (CAC) Members (page 17)

[Staff Recommendation: Staff requests the Board to reappoint eight (Group A) members.]

- c) Consideration to Extend Term and Increase Funds - Demand Forecasting Services Contract (AS- 3393) (page 19)

[Staff Recommendation: Authorize the third option year effective July 1, 2020 through June 30, 2021 with HDR and add an additional \$40,000 in funding.]

- d) Consideration to Award State Advocacy Services Contract (AS-4111) (page 21)

[Staff Recommendation: Authorize the award of a consulting services contract to Joe A. Gonsalves and Son (Gonsalves) for the period April 1, 2020 through March 31, 2025 at an amount not to exceed \$330,000 for the five year period.]

- e) Consideration to Extend On-Board Vehicle Camera/Recording System Services Contract (AS-3906) (page 26)

[Staff Recommendation: Authorize a contract extension with SmartDrive Systems, Inc. for six months to August 31, 2020.]

- f) Consideration to Approve Executive Director Employment Agreement (page 29)

[Staff Recommendation: Approve terms as outlined in the attached agreement.]

[Staff Recommendation: Approve Consent Calendar]

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|-----|---|---|
| 8.  | <b>CONSIDERATION TO AWARD BROKERAGE SERVICE CONTRACT - PARENTS WITH DISABILITIES PROGRAM (AS-4107)</b> (page 40)<br><br>[Staff Recommendation: Authorize staff to award Contract AS-4107 for a Brokerage Services Contract for the not-to-exceed amount of \$21,022,452 to MV Transportation, Inc. for the period of February 1, 2020 through June 30, 2025, contingent on funding for these services from the Los Angeles County Metropolitan Transportation Authority (Metro).] | PRESENTATION/<br>ACTION<br>[Vote required:<br>majority of quorum<br>by roll call] |
| 9.  | <b>UPCOMING BOARD ITEMS</b> (page 47)   | INFORMATION   |
| 10. | <b>EXECUTIVE DIRECTOR'S REPORT</b>  | INFORMATION   |
| 11. | <b>BOARD MEMBER COMMUNICATION</b>   | INFORMATION   |
| 12. | <b>NEW BUSINESS SUBSEQUENT TO THE POSTING OF THE AGENDA</b>   | DISCUSSION/<br>POSSIBLE<br>ACTION   |
| 13. | <b>PUBLIC COMMENT WITH RESPECT TO CLOSED SESSION ITEMS</b>  | INFORMATION   |

14. **CLOSED SESSION**

DISCUSSION/  
POSSIBLE  
ACTION

A) *CONFERENCE WITH LEGAL COUNSEL: CAL. GOV.  
CODE §54956.9*

1. *Anticipated Litigation: Gov. Code §54956.9 (d)(2)*

- (i) *A point has been reached where, in the opinion of the Access Services Board of Directors, on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against Access Services.*

B) *CALIFORNIA GOV. CODE §54957.6 - PERSONNEL  
MATTERS: PUBLIC EMPLOYEE EVALUATION -  
EXECUTIVE DIRECTOR*

15. **ADJOURNMENT**

ACTION

Access Services does not discriminate on the basis of disability. Accordingly, Access Services seeks to ensure that individuals with disabilities will have an equal opportunity to participate in the range of Access Services events and programs by providing appropriate auxiliary aids and services for communications. Primary consideration is given to the request of individuals with disabilities. However, the final decision belongs to Access Services. To help ensure the availability of any auxiliary aids and services you require, please make every effort to notify Access Services of your request at least three (3) business days (72 hours) prior to the meeting in which you wish to utilize those aids or services. You may do so by contacting (213) 270-6000.

Note: Access Services Board meetings are held pursuant to the Ralph M. Brown Act [Cal. Gov. Code §54950] and are open to the public. The public may view and obtain all written information supporting this agenda provided to the Board both initially and supplementally prior to the meeting at the agency's offices located at 3449 Santa Anita Avenue, El Monte, California and on its website at <http://accessla.org>. Documents, including Power Point handouts distributed to the Board members by staff or Board members at the meeting, will simultaneously be made available to the public. Three opportunities are available for the public to address the Board during a Board meeting: (1) before closed session regarding matters to be discussed in closed session, (2) before a specific agenda item is debated and voted upon regarding that item and (3) general public comment. The exercise of the right to address the Board is subject to restriction as to time and appropriate decorum. All persons wishing to make public comment must fill out a goldenrod Public Comment Form and submit it to the

Secretary of the Board. Public comment is generally limited to three (3) minutes per speaker and the total time available for public comment may be limited at the discretion of the Chairperson. Persons whose speech is impaired such that they are unable to address the Board at a normal rate of speed may request an accommodation of a limited amount of additional time from the Chair but only by checking the appropriate box on the Public Comment Form. Granting such an accommodation is at the discretion of the Chair. The Board of Directors will not and cannot respond during the meeting to matters raised under general public comment. Pursuant to provisions of the Brown Act governing these proceedings, no discussion or action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. However, the Board may direct staff to investigate and/or schedule certain matters for consideration at a future Board of Directors Meeting and the staff may respond to all public comments in writing prior to the next Board meeting.

Alternative accessible formats are available upon request.



**STATEMENT OF PROCEEDINGS FOR THE  
MEETING OF THE ACCESS SERVICES  
BOARD OF DIRECTORS**

**Los Angeles County Metro Board Room**

**One Gateway Plaza, 3rd Floor**

**Los Angeles CA 90012**

**October 21, 2019**

**9:00 a.m.**

**1. CALL TO ORDER**

Meeting called to order by Chair Nason at 9:09 a.m.

**BOARD MEMBERS PRESENT REPRESENTING A QUORUM**

Present: Chair Dolores Nason, Vice Chair Martin Gombert, Treasurer Doran Barnes, Secretary Theresa DeVera, Directors Lee Burner, Andrew Del Castillo, Valerie Gibson and John Troost. Ex-Officio: CAC Chair Maria Aroch, and Legal Counsel Vince Ewing.

**BOARD MEMBER(S) EXCUSED FROM THE MEETING**

Not Present: Director Jonaura Wisdom, TPAC Chair Gracie Davis

**2. REVIEW & APPROVAL OF MINUTES FROM THE BOARD MEETING ON JULY 15, 2019**

Recommendation: Approval of minutes as written.

**Motion made by Secretary DeVera to approve the minutes, seconded by Director Troost. Via Roll Call, Director Gibson abstained, all others were in favor, motion passed.**

**3. REVIEW & APPROVAL OF MINUTES FROM THE SPECIAL BOARD MEETING ON SEPTEMBER 16, 2019**

Recommendation: Approval of minutes as written.

**Motion made by Secretary DeVera to approve the minutes, seconded by Director Burner. Via Roll Call, Directors Gibson and Troost abstained, all others were in favor, motion passed.**

#### **4. REPORT FROM EX-OFFICIO BOARD MEMBERS**

Community Advisory Committee Chair Dina Garcia reported on the August, September and October CAC meetings. The CAC meeting will be moved to the fourth floor of the Metro building beginning in January 2020. A discussion took place concerning the two subcommittee meetings. The Operations and the Bylaws committees have been focusing on minimizing overly long trips, routing and dispatching. They also discussed extending the CAC meetings by 15 minutes which was approved. In the September meeting, Chair Maria Aroch wanted to ensure that the CAC members had signed the Conflict of Interest form. A discussion ensued with whether the form needed to be signed or not. Access Legal Counsel Vince Ewing will review the form and provide feedback for a future meeting.

A presentation regarding the Parents with Disabilities (PWD) Program by Eric Haack was followed by a discussion. Chair Aroch stated that PWD had begun as a pilot program and has now been extended too many times. She questioned whether this program should still be offered given that the funds are now being provided by Access rather than a federal grant. A lengthy discussion ensued with some public comments calling for the program to be stopped immediately.

Rycharde Martindale, ADA Coordinator, requested at least three volunteers for next month's election process. Members Baldwin, Lantz and Cabil volunteered to serve on the nominating committee in the choosing of a new Chair and Vice-Chair. Jessica Volanos, Operations Service Monitor, gave a presentation of the reservation script and a discussion ensued with the CAC members asking questions and giving input on how to better improve the script. Member Yael Hagen asked for a motion to approve the merging of the two subcommittees, the Operations and Bylaws subcommittees with Kurt Baldwin as the Chair. The motion was approved. Member Lantz asked for a motion to approve that there be substitutes for the subcommittees in case one of the participating members can't make the meeting. The motion was approved. In October, there was a discussion on different forms of transportation and requirements to receive these benefits, with an emphasis on the Medi-Cal program. The members brought many interesting recommendations to the table. They do not feel this is a viable option because of so many restrictions. There was also an announcement made that in the month of November, Metro could not host the CAC meeting. A motion was made to research other venues or otherwise cancel the meeting.

## **5. GENERAL PUBLIC COMMENT**

Mr. William Zuke made a public comment by stating that he recently had an argumentative encounter with two drivers. He feels the drivers are being too familiar with the riders. He also wanted to announce that it is pro bono week at the Los Angeles Law Library for those people who are interested. There are free consultations and classes going on during the week that riders might be interested in. There are a number of items being discussed there that are important for disability issues, including issues of service animals and other direct disability issues. It begins Monday, October 21 and ends, Saturday, October 26. Rogelio Gomez was assigned to speak to him on this issue.

Ms. Angie Smith made a public comment by stating that she wanted to congratulate the new CAC Chair as well as express her appreciation towards Access going in the right direction. There has been a tremendous improvement in Global Paratransit as well. There was a slight problem with the Northern Region, but it will be corrected soon. She enjoys attending the meetings because they are very informative and allow the riders to express the positive and negative issues. She thanks Access on behalf of the riders and for advocating for people who really need this service.

## **6. SUPERIOR SERVICE AWARD**

Manager of Operations Rogelio Gomez presented Roxanne Gomez from California Transit Inc. with the Superior Service Award.

## **7. CONSENT CALENDAR**

Recommendation: Approval of all items on the Consent Calendar (list of items provided below):

### CONSENT CALENDAR

- a) Consideration to Approve Title VI Plans
- b) Consideration to Approve DBE Consulting Services Contract Award
- c) Consideration to Extend Term and Increase Funds for Transitional Voice Communication Services Contract
- d) Consideration to Approve Additional Deferred Compensation Providers
- e) Consideration to Approve 2020 Board of Directors Meeting Calendar
- f) Consideration to Approve Purchase of Vehicles for Paratransit Service

Public Comment: None



Vice Chair Gombert requested that Item 7-f be pulled for the purpose of discussion.

**Motion made by Treasurer Barnes to approve Items 7-a, -b, -c, -d and -e on the Consent Calendar, seconded by Secretary De Vera. Via Roll Call Vote - all were in favor, motion passed.**

Item 7-f

Public Comment: None

Board Member Comments:

Vice Chair Gombert inquired as to who would be manufacturing the vehicles. Access Senior Manager of Fleet Design and Maintenance Rick Streiff stated that it would be Creative Bus Sales.

**Motion made by Treasurer Barnes to approve Item 7-f on the Consent Calendar, seconded by Director Burner. Via Roll Call Vote - all were in favor, motion passed.**

**8. CONSIDERATION TO EXTEND TERM AND INCREASE FUNDS - ADA ELIGIBILITY AND MOBILITY EVALUATION SERVICES CONTRACT (AS-4030)**

Authorize an additional \$5,179,884 in funds and extend the term for Contract AS-4030 with Medical Transportation Management, Inc. (MTM) from July 1, 2020 through June 30, 2022.

Public Comment

None

Board Member Comments

Secretary DeVera stated that her father had an overall positive experience when going through the eligibility process in Commerce and she enthusiastically endorsed the extension of the contract.

**Motion made by Vice Chair Gombert to approve Item 8, seconded by Director Gibson. Via Roll Call Vote - all were in favor, motion passed.**

**9. QUARTERLY FINANCIAL REPORT**

Deputy Executive Director Hector Rodriguez presented the quarterly financial report.

## Board Member Comments

Treasurer Barnes made a comment by stating that he believes it's important to hear this report on a quarterly basis both from an investment standpoint as well as a financial position standpoint. He thanked Access for starting the budget process early. He is pleased to see that they're starting earlier and providing more opportunities for engagement. He wants to be sure that as a Board, they're keeping a close eye on the budget and communicating with the funding partners.

Vice-Chair Gombert made a comment by stating that, if they're showing a budget variance of 2.1 million for the quarter, can he extrapolate that times four or are there potentially other operational issues that will mitigate or not mitigate the deficit?

Hector Rodriguez responded that he wants to wait until there is six months' worth of data before engaging Metro to ask for more funding.

## **10. UPCOMING BOARD ITEMS**

Chair Nason reminded the Board that this was an information item only and no action was needed.

F Scott Jewell announced that the Annual meeting is coming up on November 21, which will be held at the California Endowment and is scheduled to start at 11 A.M. The next full regular board meeting will be December 2 at Metro. The rest of the meetings going forward through 2020 will be at El Monte.

## **11. EXECUTIVE DIRECTOR'S REPORT**

Mr. Andre Colaiace stated that overall system performance is still good at 91%, but some of the providers are facing challenges handling the additional demand. Global Paratransit has had the largest ridership increase but is still close to 93% on-time, which is excellent. Staff will continue to monitor ridership trends and update the Board as the year goes on. Staff will also continue to work with our partners on Assembly Bill 5, which will make significant changes to the employment landscape in California by changing the definition of who is an employee and who is an independent contractor. Our taxi partners, who provide over 1.8 million trips for Access in FY19, are critical to both the quality of our service as well as our relative cost effectiveness. It's likely that AB5 will lead to significant changes in the way taxi drivers and taxi companies operate. In regards to the APTA annual conference in New York City, the highlight of the Conference was the tour of the New York paratransit system. New York does twice the number of trips per day as Access, around 25,000 and has an operating budget of over \$600 million. It is invaluable to interact with your peers around the country. Finally, many are looking forward to the Los Angeles County Commission Luncheon. The Commission is being gracious enough to give him the Bill Tainter Public Service Award and Global Paratransit the Chairperson's award. These awards reflect the group effort

between the Board, staff, the providers and customers in improving Access over the last several years.

## **12. BOARD MEMBER COMMUNICATION**

Director Gibson echoed what Andre said in terms of experiencing New York, it was really eye-opening. She is grateful for the opportunity to have been there and be a part of that.

Director Del Castillo wanted to report that his skill center received the first report on Access and they were pleased with the direction that Access was going.

Secretary DeVera thanked Access for coordinating her trip to APTA and she wanted to thank F Scott Jewell and Audrey Cervantes. She missed her plane because of the horrible traffic in NYC but it all worked out. She is grateful for the opportunity to attend the conference.

Director Burner had a great experience at the APTA Conference in New York. There were many things they can bring back from their trip there. The call center was very large and the traffic was challenging.

Director Troost asked about the LAX ride share and taxi services and the new changes to be put into effect in terms of pick ups and drop offs. He asked if this would be a big issue with the Access trips. Andre Colaiace stated that this would not affect Access.

Treasurer Barnes stated that he didn't participate in the New York paratransit tour because he was doing final presentations for APTA Leadership class participants. He congratulated Randy Johnson who is going into the next class.

Chair Nason expressed that she loved the trip to New York City for the APTA Conference. In attending all of the sessions, the overall theme seemed to be inclusion and transformation. There was transformation but everything seemed to be geared more towards making transportation suitable for everyone. The late Richard DeVeylder once spoke at an APTA conference, and he said his dream would be that one day, there would be no need for paratransit. That they would all be able to use the same transportation.

## **13. NEW BUSINESS SUBSEQUENT TO THE POSTING OF THE AGENDA**

No new business was heard subsequent to the posting of the agenda.

## **14. CLOSED SESSION REPORT**

Legal Counsel Vince Ewing stated that the Board had been briefed on items 14A and B and no action was taken but direction was given to Legal Counsel.

**15. PUBLIC COMMENT WITH RESPECT TO CLOSED SESSION ITEMS**

No public comments.

**16. ADJOURNMENT**

Motion made by Vice Chair Gombert, seconded by Director Gibson. Via voice vote all were in favor, motion passed. The meeting adjourned at 11:06 a.m.

Approved

\_\_\_\_\_  
Theresa DeVera, Secretary

\_\_\_\_\_  
Date



STATEMENT OF PROCEEDINGS FOR THE  
SPECIAL MEETING OF THE ACCESS  
SERVICES BOARD OF DIRECTORS

California Endowment Center

1000 North Alameda Street

Los Angeles, CA 90012

Long Beach Transit

1963 E. Anaheim St.

Long Beach, CA 90813

November 21, 2019

1:30 p.m.

1. **CALL TO ORDER**

Meeting called to order by Chair Nason at 1:31 p.m.

**BOARD MEMBERS PRESENT REPRESENTING A QUORUM**

Present: Chair Dolores Nason, Vice Chair Martin Gombert, Treasurer Doran Barnes, Secretary Theresa DeVera, Directors Lee Burner, Andrew Del Castillo, Valerie Gibson, John Troost and Jonaura Wisdom. Ex-Officio: CAC Chair Dina Garcia, and Legal Counsel Vince Ewing. Note - Directors Burner and Wisdom were only present for the Closed Session.

**BOARD MEMBER(S) EXCUSED FROM THE MEETING**

Not Present: TPAC Chair Gracie Davis

2. **PUBLIC COMMENT WITH RESPECT TO CLOSED SESSION ITEMS**

There was no public comment.

3. **CLOSED SESSION REPORT**

Mr. Ewing reported that he met with the Board in relation to the Executive Director's performance review and contract and that no action was taken but direction was given.

**4. GENERAL PUBLIC COMMENT**

There was no public comment.

**5. CONSIDERATION TO APPROVE HIGH IMPACT GOVERNING WORK SESSION STEERING COMMITTEE RECOMMENDATIONS**

Approve the High Impact Governing Work Session Steering Committee recommendations I, II and VI as presented and referenced in the High-Impact Governing Initiative Action Report (Attachment A).

Public Comment

Ms. Yael Hagen commented that she was pleased in the direction the Board was moving but wanted to make sure that the views of the Community Advisory Committee would still be part of this process.

Board Member Comments

None.

**Motion made by Director Troost to approve Item 5, seconded by Director Gibson. Via Roll Call Vote - all were in favor, motion passed.**

**6. NEW BUSINESS SUBSEQUENT TO THE POSTING OF THE AGENDA**

No new business was heard subsequent to the posting of the agenda.

**7. ADJOURNMENT**

Motion made by Secretary DeVera, seconded by Vice Chair Gombert. Via voice vote all were in favor, motion passed. The meeting adjourned at 2:44 p.m.

Approved

\_\_\_\_\_  
Theresa DeVera, Secretary

\_\_\_\_\_  
Date

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: F SCOTT JEWELL, DIRECTOR OF ADMINISTRATION**

**RE: CONSIDERATION TO EXTEND TERM AND INCREASE FUNDS - TAP CARD PRODUCTION MEMORANDUM OF UNDERSTANDING (MOU)**

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**ISSUE:**

Additional funding is required to continue the production of Access Rider ID/TAP cards under the existing MOU with Metro.

**RECOMMENDATION:**

Authorize an additional \$300,000 for the production and issuance of Access Rider ID/TAP cards for the period of February 1, 2020 - January 31, 2021.

**IMPACT ON BUDGET:**

This action will result in an increase in the previously approved contract amount of \$1,719,000 to \$2,019,000. The reimbursement agreement is based on a per card cost of \$4.50 plus shipping that is invoiced by Metro on a quarterly basis. There is no increase to the card cost for this extension. The funding for this agreement comes from Prop C Discretionary funds.

**ALTERNATIVES CONSIDERED:**

Regional production of TAP cards is handled by Metro for all TAP-participating transit operators in the county in order to maintain uniformity and security. Metro has competitively bid and negotiated the contracts for the production of the cards and is currently utilizing two companies for those services. Accordingly, no other alternatives were considered.

**EFFECT OF APPROVAL OF STAFF RECOMMENDATION:**

If this staff recommendation is approved by the Board, the staff would be authorized, but not required, to negotiate and extend the MOU with Metro for the production and issuance of Access Rider ID/TAP cards upon terms and conditions no less favorable to Access Services than those proposed above. Access Services would not be legally bound to the contract unless the terms are incorporated into a formal written agreement executed by all parties thereto and approved as to form by this entity's legal counsel.

**BACKGROUND:**

In September 2014, the Board authorized a number of changes to the Access Rider ID/TAP Card program which included an agreement with Metro for the production of the Access Rider ID/TAP card. In December 2018, the Board extended the agreement through January 2020. It is now necessary to increase funds and extend the term to continue production for another year through January 2021.



NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: MATTHEW AVANCENA, DIRECTOR OF PLANNING AND COORDINATION**

**RE: CONSIDERATION TO REAPPOINT COMMUNITY ADVISORY COMMITTEE (CAC) MEMBERS**

**ISSUE:**

The CAC bylaws require Board reappointment for Community Advisory Committee (CAC) members. Eight CAC members have completed their terms, which will expire on January 31, 2020. The reappointments recommended below are for two-year terms beginning February 1, 2020. These terms will expire on January 31, 2022.

**RECOMMENDATION:**

Staff requests the Board reappoint the following eight (Group A) members.

<b>Last Name</b>	<b>First Name</b>	<b>Access User</b>	<b>Affiliation</b>
Arrigo	Michael	Yes	City of West Hollywood
Baldwin	Kurt	No	Independent Living Center of Southern California
Cabil	Wendy	Yes	Community Advocate from Antelope Valley
Cardona	Gordon	Yes	Community Advocate
Foafoa	Tina	Yes	Disabled Resources Center
Lantz	Terri	No	United Cerebral Palsy Los Angeles
Lyons	Elizabeth	Yes	North Los Angeles County Regional Center
Padilla	Jesse	Yes	East Los Angeles Regional Center

**IMPACT ON BUDGET:**

None.

**BACKGROUND:**

One of two advisory committees created by the Access Services Board of Directors, the CAC provides community input and advice to the Board and staff concerning operational and policy issues to improve Access' transportation program.

The CAC is comprised of two sets of members, Group A and Group B, which serve two-year terms. Group A members have term expiration dates which occur in even numbered years. Group B members have term expiration dates which occur in odd numbered years. CAC meets monthly and is comprised of Access riders, disability rights advocates and representatives from social service and other non-profit agencies.

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: MATTHEW AVANCENA, DIRECTOR OF PLANNING AND COORDINATION**

**RE: CONSIDERATION TO EXTEND TERM AND INCREASE FUNDS - DEMAND FORECASTING SERVICES CONTRACT (AS-3393)**

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**ISSUE:**

Board approval is necessary to add funds and exercise the third of up to five option years with HDR Engineering, Inc. (HDR) for ADA paratransit ridership forecasting.

**RECOMMENDATION:**

Authorize the third option year effective July 1, 2020 through June 30, 2021 with HDR and add an additional \$40,000 in funding.

**IMPACT ON BUDGET:**

This action will result in an increase in the not to exceed contract amount of \$277,000 to \$317,000. The funds necessary to accommodate these changes will be programmed in next year's FY 2021 budget. There is no change to the current rates of compensation. The funding for these services comes from Proposition C 40 Discretionary Funds.

**ALTERNATIVES CONSIDERED**

None. As the ADA Complementary Paratransit provider for L.A. County, Access is obligated to forecast ridership demand based on sound economic, demographic, statistical and scientific principles and use that forecast to design and implement its service so as to meet all forecasted demand. Staff does not possess the expertise to perform this function in-house.

**EFFECT OF APPROVAL OF STAFF RECOMMENDATION**

If this staff recommendation is approved by the Board, staff will be authorized, but not required, to negotiate and enter into a written contract with HDR Engineering, Inc. for consulting services on terms that are no less favorable to Access Services than those proposed above. Access Services would not be legally bound to this contract unless it

is incorporated into a formal written agreement executed by all parties thereto and approved as to form by this entity's legal counsel.

**BACKGROUND:**

On February 19, 2013, Access released an RFP in order to solicit consultants interested in and capable of performing passenger demand forecasting. Following receipt of proposals and follow up negotiations, the evaluation panel selected HDR Engineering (HDR) to undertake this work.

In May 2013, the Board took action to award HDR a five-year contract at an amount not to exceed \$200,000 for a base five-year period effective July 1, 2013 through June 30, 2018. At the Board's discretion and approval, the contract may be extended for up to five additional years, in one-year increments.

Since 2003, Access has been working closely with HDR to conduct its annual demand projections to forecast paratransit ridership growth. Access has determined that it is necessary to formalize and quantify its demand forecasting analysis with a consultant that has the requisite qualifications, experience, knowledge, and skill. Ridership projections developed by the consultant form the basis for establishing Access' annual operating budget including the development of its Long-Range Ridership Forecasting Model and other projects, which require extensive forecasting analysis.

HDR is recognized as one of the pioneers and an industry expert in the specialized field of ADA paratransit ridership forecasting. HDR has developed ADA paratransit demand models for New York City's Metropolitan Transit Authority (NYMTA), Washington DC's Washington Metropolitan Area Transit Authority (WMATA), Philadelphia's Southeastern Pennsylvania Transportation Authority (SEPTA), Riverside Transit Authority and OC Transpo, Ottawa, Canada.

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: RANDY JOHNSON, DIRECTOR OF GOVERNMENT AFFAIRS AND OUTREACH  
BRIAN SELWYN, MANAGER OF PROCUREMENT AND CONTRACT ADMINISTRATION**

**RE: CONSIDERATION TO AWARD STATE ADVOCACY SERVICES CONTRACT (AS-4111)**

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**ISSUE:**

Staff requests the Board approve the award of a consulting services contract for state advocacy services to Joe A. Gonsalves and Son.

**RECOMMENDATION:**

Authorize the award of a consulting services contract to Joe A. Gonsalves and Son (Gonsalves) for the period April 1, 2020 through March 31, 2025 at an amount not to exceed \$330,000 for the five year period.

**IMPACT ON BUDGET:**

The costs associated with this contract will be appropriately budgeted for FY 2019-2020 and the subsequent out years. The funding for this service comes from Proposition C 40% Discretionary and other local funds. The contract rate would be \$5,500 per month in each of the five years. At Access' sole discretion, and following Board approval, this contract may be extended for up to an additional five years.

**ALTERNATIVES CONSIDERED:**

In theory, this role could be fulfilled by adding an additional Access staff person. However, staff believes the Agency's needs and priorities are better served by having an outside firm "on the ground" in Sacramento which has an in-depth understanding of state government and the legislative process and which also has longstanding relationships with key state decision makers in both the administrative and legislative branches. The provision of this service by Gonsalves has yielded very positive results over the past several years.

**EFFECT OF APPROVAL OF STAFF RECOMMENDATION:**

If this staff recommendation is approved by the Board, staff will be authorized, but not required, to negotiate and enter into a written contract with Joe A. Gonsalves and Son for consulting services on terms that are no less favorable to Access Services than those proposed herein. Access Services would not be legally bound to this contract unless it is incorporated into a formal written agreement executed by all parties thereto and approved as to form by this entity’s legal counsel.

**BACKGROUND:**

A request for proposals was issued for State Advocacy Services on September 5, 2019, with over fifty firms downloading the RFP, from either the Access website or from the nationwide e-procurement service, *Public Purchase*. On October 8, 2019 Access received proposals from Gonsalves and Townsend Public Affairs (TPA), both with offices in Sacramento. The two firms submitted proposals which were deemed responsive to the subject RFP, while the firms themselves were deemed responsible.

An evaluation of the proposals was conducted in accordance with Access’ Procurement Policies. Technical Proposals were evaluated by one member of the Access Department of Government Affairs and Outreach and two evaluators from member transit agencies. Proposals were rated based on Cost, for which TPA, with the lowest proposed cost, scored the highest, along with three technical criteria: Qualifications and Availability of Proposed Staff, Quality of Technical Approach, and Qualifications of the Proposing Firm. As reflected by the table below, Gonsalves had the highest overall score and also scored highest on each of the three technical criteria. (The evaluators were also unanimous in scoring Gonsalves highest on each technical criteria.)

<b>Proposer</b>	<b>Cost (Max. 20 Pts.)</b>	<b>Qualifications and Availability of Proposed Staff (Max. 30 Pts.)</b>	<b>Quality of Technical Approach (Max. 20 Pts.)</b>	<b>Qualifications of Firm (Max. 30 Pts.)</b>	<b>Total Score (Max. 100 Pts.)</b>
<b>Gonsalves</b>	16.36	27.70	19.33	30.00	<b>93.40</b>
<b>TPA</b>	20.00	26.50	18.67	25.90	<b>91.07</b>

The proposed costs from each firm (see table below) fall below the Independent Cost Estimate of \$350,000 for five years. Gonsalves has proposed a monthly rate of \$5,500 for the entire five year base term. (Gonsalves current monthly rate, \$5,000, has been in place since 2012.) Using the proposer’s current monthly rate as a starting point, the proposed monthly rate represents an average increase of 3.2% per year from 2019 through 2025. This compares favorably with the most recent year-over-year change in Wages and Salaries of 4.3% (*US Department of Labor, Bureau of Labor Statistics, Los Angeles Region, June 2019*).

<b>Proposer</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Five Year Total</b>
Gonsalves	\$66,000/ \$5,500/mo.	\$66,000/ \$5,500/mo	\$66,000/ \$5,500/mo	\$66,000/ \$5,500/mo	\$66,000/ \$5,500/mo	<b>\$330,000</b>
TPA	\$54,000/ \$4,500/mo.	\$54,000/ \$4,500/mo.	\$54,000/ \$4,500/mo	\$54,000/ \$4,500/mo	\$54,000/ \$4,500/mo	<b>\$270,000</b>

Gonsalves performs the following legislative tasks on behalf of Access:

- Gonsalves handles various Access issues that might arise in Sacramento with the legislative or administrative branches. If necessary, Gonsalves secures meetings with key state decision makers or disseminates information from Access as needed. In addition, Gonsalves facilitates an annual trip to Sacramento for Access representatives to meet with key decision makers.
- Gonsalves monitors and tracks all legislation and regulations that may affect Access Services' funding and/or operations.

Specific issues that Gonsalves has worked on include:

- In August 2019, Gonsalves worked with staff to develop a letter outlining the effects of Assembly Bill 5 on the agency's taxi subcontractors and asking that the taxi industry be exempted from the legislation. AB 5 proposed to codify an existing California Supreme Court decision that changed the legal test used to determine whether a person should be considered an employee or an independent contractor.
- In June 2018, Gonsalves scheduled a meeting with the Director of the Department of Health Care Services (DHCS) seeking clarification on new state regulations governing the reimbursement of Medi-Cal transportation. Access had been working with Los Angeles County to obtain reimbursement for Access trips for Medi-Cal purposes. The meeting helped clarify what the state's position was and what Access needed to do to potentially obtain reimbursement.
- In late 2018, Access staff reached out to Gonsalves seeking assistance with the installation of our AT&T-provided VOIP phone system. Staff needed to obtain a higher-level contact with AT&T to accelerate system implementation. Gonsalves was able to contact a colleague that was a longtime AT&T representative. Soon thereafter, Access was contacted by a senior AT&T executive who offered to assist and expedite the installation project.

- In 2013, Gonsalves was instrumental in passing AB 971, authored by Assembly member Cristina Garcia, which clarified that Access is allowed to legally review background checks conducted by its contractors to ensure the safety of Access customers. Before the change, the law was ambiguous about whether Access had the right to review contractor background checks.
- In 2009, Access was involved in a disagreement with the Department of Motor Vehicles about whether Access vehicles were allowed to have Exempt License plates. (Exempt Plates have far lower fees than regular plates and also do not have to be renewed every year, which reduces the administrative burden on Access.) Since Access had been deemed a public entity under state law, we argued that we should be allowed to have the same license plates as any other transit agency in California. While the DMV initially agreed and issued us some Exempt Plates, they then changed their mind and stopped issuing the plates and we feared they would request that we return the plates that had been issued. In response, Access started working with Gonsalves who was able to bring the issue to the attention of DMV senior management who reviewed the situation and ultimately sided with Access. In order to clarify the law and minimize confusion in the future, Gonsalves also inserted some language that we had drafted into an omnibus bill, SB 734, which was signed into law.
- In 2008, Gonsalves placed Access Services' "public agency" proposal into an omnibus bill (SB 1124), which ultimately became law. This proposal clarified Access' status under state law by codifying a recent court decision that concluded that Access is a "public entity." This change has saved Access a substantial amount of money in litigation costs since the question of Access' status under state law has now been put to rest.
- In 2006, it was reported that California Highway Patrol (CHP) officers had been ticketing Access vehicles which were transporting school-age students, which certainly inconvenienced these customers. In response, Gonsalves arranged a meeting with representatives from the CHP. In summary, the Department agreed that, when transporting fewer than three students, Access would not fall under the definition of a school bus provider. In addition, the Department offered to conduct informational training seminars with Access employees.

Looking forward, staff will continue to work with Gonsalves on:

- Educating legislators about how the provisions of Assembly Bill 5 (AB5) will affect Access' operations in the absence of an exemption for the taxi industry. Access will work to support a legislative compromise, which would allow Taxi drivers to remain independent contractors.
- Identifying and securing additional sources of funding for Access' capital and operating needs as opportunities arise at the state level.



- Maintaining Access' profile in Sacramento to ensure that state lawmakers are familiar with Access Services and understand the effects of state policies on ADA paratransit. For example, cuts to transportation funding for California's regional centers has led to significantly increased demand for the services that Access provides.
- Legislation, as needed, to support Access' operations.
- Responding quickly to any inquiries from state lawmakers and their staff.

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: RICK STREIFF, SENIOR MANAGER, FLEET DESIGN & MAINTENANCE  
DAVID CHIA, PROCUREMENT AND CONTRACT ADMINISTRATOR**

**RE: CONSIDERATION TO EXTEND ON-BOARD VEHICLE CAMERA/  
RECORDING SYSTEM SERVICES CONTRACT (AS-3906)**

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**ISSUE:**

Board approval is required to extend the term of Contract No. AS-3906 for the On-Board Vehicle Camera/Recording System with SmartDrive Systems, Inc., which is scheduled to expire on February 20, 2020.

**RECOMMENDATION:**

Authorize a contract extension with SmartDrive Systems, Inc. for six months to August 31, 2020.

**IMPACT ON BUDGET:**

There remains over \$600,000 in unused funds on the Contract, which should be sufficient to cover the work to be performed by the Contractor for the six month extension. This will allow staff to evaluate:

1. Technology upgrades that will be offered by the Contractor through the United States General Services Administration's ("GSA") Information Technology ("IT") Schedule 70, expected to be released in December 2019, and
2. Alternative technologies offered by other companies in the field.

**ALTERNATIVES CONSIDERED:**

An alternative to extending the Contract would be to immediately issue a Request for Proposals ("RFP") in order to purchase a new camera recording system in early 2020. With the expected availability of the above mentioned enhanced SmartDrive system on the GSA schedule prior to the end of 2019, staff's preference is to have sufficient time to evaluate this offering from both a procurement and operational standpoint. Should staff determine that it is not in the agency's best interest to pursue the purchase

of Smart Drive from the GSA schedule, Access would then release an RFP in order to procure an alternative system.

**EFFECT OF APPROVAL OF STAFF RECOMMENDATION:**

If this staff recommendation is approved by the Board, staff would be authorized, but not required, to negotiate and enter into a written contract amendment upon terms and conditions no less favorable to Access than those proposed above. Access would not be legally bound to the contract amendment herein proposed unless and until it is incorporated into a formal written agreement that is executed by all parties thereto and approved as to form by this entity's legal counsel.

**BACKGROUND:**

Recognizing the importance of on-board vehicle camera recording systems, the Board authorized the purchase of the "SmartDrive" system under Contract No. AS-2826 in 2010. Pursuant to that contract, the Board approved the purchase of 664 cameras and related equipment. Thereafter in 2013, the Board authorized the expansion of the SmartDrive system with the addition of 150 cameras for a total of 814 cameras.

In 2015, the Board authorized further expansion of the SmartDrive system with the award of the subject Contract for purchases of SmartDrive equipment and services up to the not-to-exceed amount of \$2,794,951. Recognizing the cost-effectiveness of intergovernmental cooperative purchasing, the Board authorized staff to make such purchases through GSA IT Schedule 70 under the Contract.

Technology upgrades to the current SmartDrive System are necessary to increase data processing speeds and extend recording times. Technology upgrades are also necessary for the support of new SmartDrive safety applications, which are scheduled for release in 2020. These applications include driver short-distance following detection, lane detection, pedestrian and sign detection, and drowsy/distracted driving detection.

Negotiated pricing for the SmartDrive upgrades, however, will not be released in GSA IT Schedule 70 until December 2019 or later. To provide sufficient time for the Evaluation of SmartDrive upgrades through GSA IT Schedule 70, a minimum contract extension of six months is needed.

This request is made in accordance with Access' Procurement Procedures Manual under Procurement Methods, Purchasing and Contract Types, C: Procurement Methods and Procedures, section b of 1.0: Routine Procurement Methods, which authorizes:

"Purchases to be made from ... the Federal or State government or any agency or political subdivision thereof, or pursuant to any cooperative purchasing program or open end bulk purchase contract of any of them."

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: VINCE EWING, GENERAL COUNSEL**

**RE: CONSIDERATION TO APPROVE EXECUTIVE DIRECTOR  
EMPLOYMENT AGREEMENT**

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**ISSUE:**

Board approval is required to approve the second amended employment agreement with Access' Executive Director.

**RECOMMENDATION:**

Approve terms as outlined in the attached agreement.

## SECOND AMENDED EMPLOYMENT AGREEMENT

**BETWEEN  
ACCESS SERVICES  
AND  
ANDRE COLAIACE**

This employment agreement (this “Agreement”) effective August 1, 2017, and as amended on August 1, 2019 and on December 2, 2019, is between Access Services, a California nonprofit public benefit corporation (“Employer”) and Andre Colaiace, an individual (“EXECUTIVE DIRECTOR”), hereinafter collectively referred to as the “Parties”. The Parties agree and promise as follows:

**I. TERM.**

Employer employs EXECUTIVE DIRECTOR for a term of three (3) years commencing on December 2, 2019 (“Commencement Date”), and continuing through the end of business December 2, 2022, or until terminated pursuant to Section VII of this Agreement (“Term”).

The Parties shall meet, no later than twelve (12) months prior to the expiration of this Agreement, and discuss a potential extension or new agreement. Nothing in this Agreement, however, shall require Employer to agree to or grant any extension or new agreement, and the failure of the Parties to meet to discuss a new agreement or an extension shall not prevent this Agreement from otherwise expiring on December 2, 2022.

**II. SALARY.**

- A. Base salary.** EXECUTIVE DIRECTOR’s base salary shall be two hundred seventy-five thousand dollars (\$275,000.00) per year, which shall be paid per to the same procedures established for employees of Employer.
- B. Future Salary Increases.** The Board of Directors may at its discretion grant an increase to EXECUTIVE DIRECTOR’s base salary when financial conditions permit or when Employer grants increases or cost of living adjustments to other employees.

**III. DUTIES.**

EXECUTIVE DIRECTOR shall perform the duties of EXECUTIVE DIRECTOR, as designated in the Employer’s By-Laws, Employer’s policies, all resolutions and administrative regulations, as well as applicable law, as may presently exist or which are adopted during EXECUTIVE DIRECTOR’s term of employment.

EXECUTIVE DIRECTOR shall devote his full time and energy to the fulfillment of his duties to Employer. EXECUTIVE DIRECTOR acknowledges that he is subject to the common law and

statutory conflict-of-interest provisions, including but not limited to the Political Reform Act, the Fair Political Practices Commission regulations, and Employer policies, and as they may be amended. EXECUTIVE DIRECTOR agrees that he will be acquainted with the above-referenced, comply fully with them, and not take any action which results or could appear to result in a violation of such.

#### **IV. EXECUTIVE DIRECTOR'S AND BOARD OF DIRECTORS' DUTIES.**

EXECUTIVE DIRECTOR shall have the responsibility for implementing Employer policies, whereas the Board of Directors shall have the responsibility for formulating and adopting said policies. EXECUTIVE DIRECTOR understands that he reports to and is directed by the Board of Directors.

#### **V. OTHER DUTIES.**

EXECUTIVE DIRECTOR or his designee shall: (1) review all policies proposed to the Board of Directors and make recommendations on those policies; (2) periodically evaluate employees; (3) advise the Board of Directors of possible sources of funds that might be available to implement present or contemplated Employer programs or services; (4) maintain and improve his professional competence by available means, including subscription to and reading of periodicals and joining and participating in professional associations and their activities; (5) establish and maintain a community relations program; and (6) serve as liaison between the Board of Directors and as its designated representative with respect to all employer-employee matters. Though a designee of EXECUTIVE DIRECTOR may perform said duties, EXECUTIVE DIRECTOR shall be ultimately responsible to the Board of Directors for the implementation of the duties described in this Agreement.

#### **VI. EVALUATION.**

EXECUTIVE DIRECTOR shall meet with the Board of Directors in closed session on or about six (6) months after December 2, 2019, the commencement date of this Agreement, and thereafter annually in or about May, to review the EXECUTIVE DIRECTOR's performance and to discuss the Board of Directors' evaluation of said performance. As part of the formal evaluation process, the Board of Directors and EXECUTIVE DIRECTOR shall meet to discuss the evaluation procedure and format, with the final determination of such procedure and format at the Board of Directors' discretion. EXECUTIVE DIRECTOR shall remind Board of Directors of its obligations under this Section each year and shall work with the Board of Directors in finding a time to place his annual evaluation on the agenda. Additional closed sessions may be scheduled throughout the year by the Board of Directors to discuss the EXECUTIVE DIRECTOR's performance.

- (a) Annual performance evaluations are an important way for the Board of Directors and EXECUTIVE DIRECTOR to ensure effective communications about expectations and performance.
- (b) The Board of Directors recognizes that for EXECUTIVE DIRECTOR to respond to its needs and to grow in the performance of his job, EXECUTIVE DIRECTOR needs to know how the Board of Directors' Members evaluate EXECUTIVE DIRECTOR's performance.
- (c) To assure that EXECUTIVE DIRECTOR gets this feedback, the Board of Directors shall conduct an evaluation of EXECUTIVE DIRECTOR's performance at least once each year. The Board of Directors and EXECUTIVE DIRECTOR agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The Parties may use an outside facilitator paid by Employer funds to assist them in conducting this evaluation, at the option of Board of Directors.
- (d) While performance evaluations for the purpose of mid-course corrections may occur several times during the year; the annual evaluation shall occur between January and April.
- (e) In the first quarter of each calendar year EXECUTIVE DIRECTOR and the Board of Directors will create goals or other outcome measures that will provide the basis for determining the next year's performance.
- (f) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the Board of Directors and EXECUTIVE DIRECTOR. Such criteria may be added to or deleted as the Board of Directors may from time to time determine in consultation with EXECUTIVE DIRECTOR.
- (g) The Board of Directors and EXECUTIVE DIRECTOR shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of Employer for the attainment of the Board of Directors' policy objectives, and the Board of Directors and EXECUTIVE DIRECTOR shall further establish a relative priority among those goals

## **VII. TERMINATION.**

EXECUTIVE DIRECTOR shall serve at the will and pleasure of the Board of Directors. The Board of Directors may remove EXECUTIVE DIRECTOR from office (terminate) at any time for any reason or no reason upon a majority vote of the Board of Directors. EXECUTIVE DIRECTOR understands that, in the event of termination, he is exempt from any pre-termination due process rights (such as *Skelly* rights, "name clearing" hearing, etc.) and/or dispute resolution or grievance rights which may exist under Employer's personnel rules, policies, regulations and/or California laws. Nothing in this Agreement shall prevent the Board of Directors from terminating this Agreement and the services of EXECUTIVE DIRECTOR at its sole discretion.



- A. Notice of Termination.** In the event EXECUTIVE DIRECTOR is terminated without cause by the Employer during the term of this Agreement, during which time the EXECUTIVE DIRECTOR is willing and able to perform his duties under this Agreement, the Board of Directors agrees to provide EXECUTIVE DIRECTOR with written notice of termination.
- B. Severance Payment.** In the event EXECUTIVE DIRECTOR is terminated without cause, EXECUTIVE DIRECTOR shall be entitled to a severance payment in the amount of twelve (12) months' base salary. EXECUTIVE DIRECTOR shall also be entitled, in the event of his termination without cause, to the continuation of all existing health benefits for twelve (12) months, or until EXECUTIVE DIRECTOR finds other employment that provides, and he qualifies to begin receiving, health benefits, whichever occurs first. (The foregoing salary and health benefits shall be referred to collectively as "Severance Pay.") The above severance provisions are intended to comply with the provisions of Government Code section 53260, et seq. Any severance payment under this Agreement is also subject to the forfeiture or repayment provisions of Government Code section 53243, et seq.
- (1) In the event EXECUTIVE DIRECTOR is terminated by the Board of Directors during such time as EXECUTIVE DIRECTOR is willing and able to perform EXECUTIVE DIRECTOR's duties under this Agreement, then in that event Employer agrees to pay EXECUTIVE DIRECTOR a lump sum cash payment equal to twelve (12) months' base salary then in effect as provided in II A above.
  - (2) In addition, Employer shall extend to EXECUTIVE DIRECTOR the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Employer agrees to pay EXECUTIVE DIRECTOR's COBRA coverage for the same number of months for which EXECUTIVE DIRECTOR is entitled to a lump sum cash payment under Section VII B (1) above, or until Employee either secures full-time employment or obtains other health insurance, whichever of these three events first occurs. EXECUTIVE DIRECTOR shall notify Employer within five (5) days of securing new full-time employment or insurance.
  - (3) All payments required under Sections VII B (1), (2), and (3) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260 if applicable.
- C. Termination for Cause.** In the event that it is determined that EXECUTIVE DIRECTOR has been terminated for cause, he shall not be entitled to any Severance Pay. Termination shall be for "cause" if EXECUTIVE DIRECTOR: (i) acts in bad faith and to the detriment of the Employer; (ii) refuses or fails to act in accordance with any specific and lawful direction or order of the Board of Directors; (iii) continues in the poor performance of his duties after having failed to correct the performance deficiencies within 90 days of receipt of written notice by the Board

of Directors outlining such deficiencies; (iv) exhibits misconduct or dishonesty in regard to his employment; or (v) is convicted of a misdemeanor or felony crime.

- D. **Resignation or Retirement.** EXECUTIVE DIRECTOR agrees to provide Employer with written notice not less than sixty (60) days in advance of the effective date of any resignation or retirement. In the event EXECUTIVE DIRECTOR resigns his employment or retires, he shall not be entitled to any Severance Pay.
- E. **Incapacity.** This Agreement shall terminate in the event EXECUTIVE DIRECTOR becomes incapable of performing the essential functions of his position for a period of three months or longer, with or without reasonable accommodation. In such event, EXECUTIVE DIRECTOR shall receive no Severance Pay.
- F. **Expiration of Agreement.** EXECUTIVE DIRECTOR's employment with Employer shall terminate upon expiration of this Agreement, and EXECUTIVE DIRECTOR shall receive no Severance Pay upon expiration of this Agreement.

#### VIII. **BENEFITS.**

A. **Fringe Benefits.** Except as otherwise set forth below, EXECUTIVE DIRECTOR shall be entitled to all benefits, including various leave benefits, that Employer provides to other regular and salaried, exempt employees, as they exist on December 2, 2019, subject to the same rules and regulations governing such benefits. In the event Employer materially changes any such benefits that it provides to other regular and salaried, exempt employees, the Board of Directors shall meet to consider whether to make a corresponding change to EXECUTIVE DIRECTOR's benefits. Any such corresponding change shall be at the discretion of the Board of Directors. It shall be EXECUTIVE DIRECTOR's obligation to coordinate with the Board of Directors to place the consideration of any such corresponding changes on the agenda of a regular meeting of the Board of Directors.

B. **Health Benefits.** In accordance with Section VIII.A of this Agreement, Employer shall provide EXECUTIVE DIRECTOR with the same medical, dental, and vision coverage as it provides other regular and salaried, exempt employees, with Employer paying the same share of premium that it provides those other employees.

C. **Life Insurance.** In accordance with Section VIII.A of this Agreement, Employer shall provide for a term life insurance policy at no cost to EXECUTIVE DIRECTOR in accordance with the Employer's life insurance plan. EXECUTIVE DIRECTOR acknowledges that federal regulations may require that a portion of the cost of the Employer-provided life insurance be included in wages for income and payroll tax purposes.

D. **Professional Membership.** Employer shall pay the EXECUTIVE DIRECTOR's dues for approved memberships in local, state, or national associations of his choice. Approval of any such membership shall be at the Board of Director's discretion.

**E. Automobile.** EXECUTIVE DIRECTOR may use a vehicle owned by and provided by Employer for personal and professional use, and Employer shall provide additional compensation to EXECUTIVE DIRECTOR to offset the personal tax liability for the provision of an Employer vehicle. Alternatively, Employer may provide EXECUTIVE DIRECTOR with an automobile allowance of seven hundred fifty dollars (\$750.00) per month, to be used to purchase, lease, or own, and to operate and maintain, a vehicle. EXECUTIVE DIRECTOR shall be solely responsible for obtaining and paying for insurance coverage of such vehicle, including excess liability (umbrella) in an amount not less than one million dollars per occurrence, with underlying insurance coverage as required by such excess liability insurance policy and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Upon request, EXECUTIVE DIRECTOR shall provide Employer with proof of insurance.

**F. Leave.** EXECUTIVE DIRECTOR shall have the vacation, time off and holidays earned by the EXECUTIVE DIRECTOR under Employer's policies applicable to management as stated Employer's Employee Handbook.

**G. Exclusive Consideration.** All compensation, benefits and comparable payments provided to the EXECUTIVE DIRECTOR under this Agreement shall be less withholdings required by law and are subject to any rules, regulations, agreements, or policies established by the Employer, as amended from time to time at its discretion. The EXECUTIVE DIRECTOR shall be entitled to no benefits and compensation other than as set forth in this Agreement.

**IX. EXPENSES AND INDEMNIFICATION.**

**A. Expenses.** With the exception of expenses covered by EXECUTIVE DIRECTOR's automobile allowance, Employer shall pay or reimburse for all normal and customary expenses for Employer business, travel, and meetings. When reimbursing for expenses incurred, the Employer requires the submission of adequate proof of the expenses, such as a receipt, and some expenses may require prior approval of the Board of Directors. The reimbursement of expenses shall be subject to any Employer expense reimbursement policy. EXECUTIVE DIRECTOR shall notify the Board of Directors when out of town on Employer's business for more than one day.

**B. Indemnification.** Employer shall indemnify EXECUTIVE DIRECTOR against all necessary expenditures and losses incurred by EXECUTIVE DIRECTOR in direct consequence of the discharge of his duties, in accordance with Labor Code section 2802. In addition, the Employer shall defend and indemnify EXECUTIVE DIRECTOR against any civil action, proceeding, or claim, in accordance with Government Code section 995, et seq.

**X. ARBITRATION.**

The Employer and EXECUTIVE DIRECTOR mutually agree to arbitrate before a neutral arbitrator (the "Arbitrator") any and all disputes or claims by and between EXECUTIVE DIRECTOR, on the one hand, and Employer and its current and former officers, directors,

employees, attorneys and agents (the "Employer Parties"), on the other hand, including but not limited to any and all claims arising from or relating to the employment relationship between the Employer and EXECUTIVE DIRECTOR, including but not limited to the EXECUTIVE DIRECTOR's recruitment, hiring, and employment, the termination of that employment, and any claims arising post-employment, including claims by or against the Employer Parties, whether such disputes or claims arise in tort, in contract or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, including but not limited to the following claims: any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; common law interference with prospective economic advantage; breach of fiduciary duty; negligence; any tort; any federal, state, or local statute or regulation, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the California Industrial Welfare Commission Orders, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act (Government Code sections 12900-12996), Title VII, Civil Rights Act of 1964 (42 U.S.C. sections 2000-2000(e)-1-17), the Americans With Disabilities Act, the Federal Family Medical Leave Act, the California Family Rights Act, and the Armed Services Employment and Reemployment Rights Act. The EXECUTIVE DIRECTOR understands that any and all claims or disputes the Employer has against EXECUTIVE DIRECTOR arising from the employment relationship will also be subject to binding arbitration. All types of relief available pursuant to the laws under which EXECUTIVE DIRECTOR and/or the Employer's claim(s) arise will be available by arbitration.

EXECUTIVE DIRECTOR and Employer understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. EXECUTIVE DIRECTOR and Employer further understand that EXECUTIVE DIRECTOR and Employer are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement; provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies. All types of relief available pursuant to the laws under which EXECUTIVE DIRECTOR and/or the Employer's claim(s) arise will be available by arbitration.

In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery with respect to both documents and witnesses to prepare for arbitration of any claims and all disputes concerning the right to reasonable discovery will be decided by the Arbitrator. At a minimum, without adopting or incorporating the California Arbitration Act ("CAA"), codified in the Code of Civil Procedure, section 1280 et seq., into this Agreement, the Arbitrator shall allow at least that discovery that is authorized or permitted by the CAA and such other discovery required by law in arbitration proceedings. EXECUTIVE DIRECTOR and Employer also agree that nothing in this Agreement relieves either party from any obligation they may have to exhaust

applicable administrative remedies before arbitrating any claims or disputes under this Agreement.

The Arbitrator will decide the case after hearing the Parties' evidence and preparing a written decision. The Arbitrator shall have the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. If EXECUTIVE DIRECTOR is challenging whether his termination was for "cause" as set forth in Section VII.C. of this Agreement, the remedy shall be limited to whether EXECUTIVE DIRECTOR is entitled to the severance payments as set forth in Section VII.B. Furthermore, except as otherwise required under applicable law, each party shall pay its attorneys' fees and costs incurred in connection with the arbitration. The Arbitrator shall not have authority to award attorney fees and costs to the prevailing party unless a statute or contract at issue in the dispute authorizes the award of attorney fees and costs to the prevailing party, in which case the Arbitrator shall have the authority to make an award of attorney fees and costs to the same extent available under applicable law. If there is a dispute regarding whether Employer or EXECUTIVE DIRECTOR is the prevailing party in the arbitration, the Arbitrator will decide this issue.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator's award shall be subject to limited judicial review, as provided by any applicable law setting forth the standard of review.

The Employer and EXECUTIVE DIRECTOR also understand and agree that they must request arbitration in writing from the other within a reasonable time not to exceed six (6) months from the date that the dispute arises, and that the EXECUTIVE DIRECTOR agrees to contribute to the cost of the arbitration to the same extent it would cost the EXECUTIVE DIRECTOR to file a civil action in the county where EXECUTIVE DIRECTOR applied for employment and/or was employed. The Employer shall pay the Arbitrator's expenses and fees, and any other expenses that would not have been incurred if the case had been litigated in the judicial forum having jurisdiction over it.

#### **XI. GENERAL PROVISIONS.**

- A. This Agreement supersedes any and all other agreements, either oral or written, between the Parties and contains all of the covenants and agreements between the Parties with respect to the employment of EXECUTIVE DIRECTOR by the Employer.
- B. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.
- C. Any modifications of this Agreement will be effective only if made in writing and signed by both Parties.

**D. Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with email confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and email addresses set forth below (or to such other addresses and email addresses as a party may designate by notice to the other parties):

**To EMPLOYER:**

Access Services

3449 Santa Anita Ave., 3<sup>rd</sup> Floor

El Monte, CA 91731

Tel: (213) 270-6000

Attn: Chair of the Board of Directors

**Copy to:**

Alvarez-Glasman & Colvin

13181 Crossroads Pkwy North

Suite 400 - West Tower

City of Industry, CA 91746

Tel: (562) 699-5500

[vewing@agclawfirm.com](mailto:vewing@agclawfirm.com)

Attn: Access Services' General Counsel Vincent C. Ewing

**To EXECUTIVE DIRECTOR:**

Andre Colaiace

E. If a court of competent jurisdiction deems any provision of this Agreement invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. The Parties have entered into this Agreement on the date (s) set forth below.

**EMPLOYER**

**EXECUTIVE DIRECTOR**

\_\_\_\_\_

\_\_\_\_\_

Dolores Nason, Chair

Andre Colaiace, Executive Director

Board of Directors

Access Services

Access Services

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_

Vincent C. Ewing

General Counsel

Access Services

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

NOVEMBER 26, 2019

**TO: BOARD OF DIRECTORS**

**FROM: F SCOTT JEWELL, DIRECTOR OF ADMINISTRATION  
DAVID CHIA, PROCUREMENT AND CONTRACT ADMINISTRATOR**

**RE: CONSIDERATION TO AWARD BROKERAGE SERVICES CONTRACT -  
PARENTS WITH DISABILITIES PROGRAM (AS-4107)**

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**ISSUE:**

Board approval is required to exercise the award of a brokerage services contract to implement the "Parents with Disabilities" (PWD) program across Access' six (6) service regions.

**RECOMMENDATION:**

Authorize staff to award Contract AS-4107 for a Brokerage Services Contract for the not-to-exceed amount of \$21,022,452 to MV Transportation, Inc. for the period of February 1, 2020 through June 30, 2025, contingent on funding for these services from the Los Angeles County Metropolitan Transportation Authority (Metro).

**IMPACT ON BUDGET:**

The contract total of \$21,022,452 is inclusive of all fixed and variable costs over the five-year base term. Additional funds, if needed, will be requested from Metro inclusive of the option years.

The fully loaded cost of this program is significantly higher than current costs - \$143.92 vs. \$56.86 per trip. The restricted nature of the service, low opportunity for cost efficiencies via the sharing of overhead costs as currently done and low volume over a massive geographical area are contributing factors to the high cost.

The estimated cost cannot be accommodated as part of Access' base budget and will require additional funding. During discussions with the Aging and Disability Transportation Network (ADTN) in 2019, Metro staff expressed support for expanding this service and have been provided with cost estimates that are consistent with the initial cost of the program. While staff has met and will continue to meet with other entities, mainly the Los Angeles Unified School District staff and its Board members, to



discuss financial support for this program, no other funding mechanism has been identified at this time.

Staff is also considering supporting potential state legislation that would require school districts to provide these services. Access could then provide these services as a contractor and could be reimbursed for these trips.

### **ALTERNATIVES CONSIDERED:**

The Board may also consider the following options:

1. Authorize staff to end the program concurrent with the ending of the school year on or around June 30, 2020. Affected riders would need to return to booking trips on the regular paratransit system.
2. Authorize staff to negotiate rates with the existing service providers to provide PWD trips or a modified "Access to Work" style program for PWD trips whose program characteristics would be limited to ensuring on-time arrival and extended dwell time for school and school-related activities. Non shared-ride service, same-day service, reduced fares and other related enhancements would no longer be available. While it is probable that per-trip rates would be less than what is proposed above, in order to implement this alternative, all of Access' current providers would have to agree to the voluntary implementation of a similar program to ensure equity across Los Angeles County.

### **EFFECT OF APPROVAL OF STAFF RECOMMENDATION:**

If this staff recommendation is approved by the Board, staff would be authorized, but not required, to negotiate and enter into a written contract with MV Transportation, Inc. upon terms and conditions no less favorable to Access than those proposed above. Access would not be legally bound to the contract herein proposed unless and until it is incorporated into a formal written agreement executed by all parties thereto and approved as to form by this entity's legal counsel.

### **BACKGROUND:**

To assist parents with disabilities with their childcare needs, Access launched the Parents with Disabilities Paratransit Pilot Program in 2013 with a \$1.1 million New Freedom grant (section 5317). Via an initial three-year contract with MV Transportation, the pilot program provided paratransit services to Access-eligible customers who needed childcare transportation assistance in the Northern service region (San Fernando Valley). Under the program, eligible parents and their children were transported together to schools, medical facilities, and other destinations.

The first trips under this Pilot program started on December 18, 2013 with four eligible customers. The program is currently capped at forty-four (44) participants.

The New Freedom grant-funded program allowed Access riders with children to engage in child-care related activities such as school, recreation, health-care, and other social activities (such as play-dates). Prior to the start of the Parents with Disabilities Pilot Program, customers had difficulties taking advantage of such child-care related activities on traditional Access paratransit and reported difficulties with things like on-time school attendance and same day emergencies, such as illnesses, that occur with children at school.

The pilot program is currently limited to qualified Access riders who travel within the Northern service area. The program includes the following service enhancements that exceed the ADA minimum paratransit provisions, and make it easier for program participants to engage in child-care activities.

- Exclusive ride service (non-share-ride trips);
- Door-to-door service;
- Provision for some same-day reservations for non-emergency medical needs (i.e. child recommended to go home early from school or a play-date due to illness);
- Appointment-based next day reservations;
- Provision for multi-legged trips and/or intermediary stops;
- Extended dwell time at pick-up and intermediary stops.

In May 2016, MV Transportation's original three-year Parents with Disabilities Pilot Program contract ended and subsequently Access entered into a new contract with MV Transportation, extending the benefits of the pilot program to November 30, 2017. The end date was selected to correspond with the projected end of available grant funding for the Parents with Disabilities Pilot Program.

In May 2017, staff proposed extending the program only through June 2018 with the intent of winding the program down. The Board, after receiving community feedback, requested that staff continue to explore funding options and not make any changes to the program. At this point the program only became funded with local funds. The Board again directed staff in June 2018 to extend the program another year and continue efforts to work with customers of the PWD program to develop a marketing message and continue efforts to find partnerships that would help extend the benefits of the program beyond its current customer base and geographic service area in the San Fernando Valley.

In April 2019 the Board approved extending the program one additional year so as to allow for a procurement to take place that would expand the program county-wide.

Given the challenging logistics of expanding the program countywide, Access decided to solicit vendors who could provide the expanded service through a brokerage model. The brokerage contractor would plan, oversee, and dispatch work to a network

of transportation providers who will transport eligible parents with childcare needs across all six service regions. Accordingly, Access issued Request for Proposals (RFP) No. AS-4107 on April 23, 2019 to procure a qualified brokerage contractor to administer Parent with Disabilities.

The RFP also sought to procure a qualified brokerage contractor to operate the Eligibility Transportation Service (ETS), which transports Access riders to eligibility determination service locations (where applicants are evaluated to assess whether they meet criteria for Access paratransit service). Proposers responding to the RFP were given the choice of proposing for one or both of the programs. For those interested in providing both services, Access requested the submission of two separate technical and cost proposals. Price proposals submitted in response to the ETS portion of the RFP range from \$17 million to \$24 million, far exceeding the cost of extending the current contract for this service. For this reason, no recommendation is being made for this portion of the procurement. Pursuant to provisions of the RFP, contract award is recommended for the Parents with Disabilities part of the Scope of Work only.

Access issued eight addenda to the RFP. The addenda provided responses to proposer questions, clarified evaluation criteria and scope requirements, and extended proposal deadlines.

Proposals were due August 8, 2019. Proposals for Parents with Disabilities were received from the following three (3) transit firms:

1. First Transit, Inc. (**First Transit**)
2. MV Transportation, Inc. (**MV**)
3. SMS Transportation Services, Inc. (**SMS**)

All three proposals submitted were deemed responsive and the proposers responsible.

An evaluation panel was convened and a comprehensive technical evaluation followed. The evaluation panel consisted of four members: one Access staff member from the Administration department; one Access staff member from the Operations department; one external technical expert who is a managing transportation planner from the City of Los Angeles; and one external technical expert who is an advocacy supervisor from the Independent Living Center of Southern California. In addition, two non-voting internal subject matter experts from Access' Information Technology department and Fleet Design and Maintenance department examined the proposals and reported their findings to the evaluation panel.

The proposals were evaluated based on the following criteria and weights:

<u>Evaluation Criteria</u>	<u>Max. Points</u>
1. Firm/Staff Qualifications & Experience	15
2. Program Understanding	10
3. Technical Approach	40
4. Project Management Approach	10
5. State Mandated Bidding Preference	10
6. Price	15
<b>TOTAL</b>	<b>100</b>

The evaluation panel conducted its independent evaluation of the proposals and determined that proposals from all three proposers were within the competitive range. Each proposer was invited to submit a Best and Final Offer (**BAFO**). No proposer, however, was able to reduce costs. Original proposed prices remain unchanged.

Based on the evaluation criteria and prices submitted, MV, with the highest technical and overall score, is the recommended Contractor. A summary of scores is set forth below.

<b>Evaluation Criteria</b>	<b>First Transit</b>	<b>MV</b>	<b>SMS</b>
<b>Technical Score</b>			
1. Firm/Staff Qualifications & Experience	12.41	13.76	9.56
2. Program Understanding	8.10	9.25	6.80
3. Technical Approach	34.50	35.50	25.50
4. Project Management Approach	8.78	8.83	7.05
5. State Mandated Bidding Preference	10.00	10.00	10.00
<b>Technical Score Subtotal</b>	<b>73.79</b>	<b>77.34</b>	<b>58.91</b>
<b>Price Score</b>			
6. Price (per BAFO)	4.51	4.38	15.00
<b>Technical and Price Score</b>			
<b>Total</b>	<b>78.30</b>	<b>81.72</b>	<b>73.91</b>

Access Finance department staff determined that the recommended Contractor is financially qualified to manage and administer Parents with Disabilities across all six service regions.

### **COST ANALYSIS**

The recommended Contractor's price has been determined to be fair and reasonable based upon an independent cost estimate, competition, cost analysis, technical analysis, fact finding, and best and final offers.

Proposer Name	Proposed Amount	Final Negotiated Price (BAFO included)
1. First Transit	\$ 20,421,247	\$ 20,421,247
2. MV	\$ 21,022,452	\$ 21,022,452
3. SMS	\$ 6,136,224	\$ 6,136,224

The low cost of SMS' proposal reflects what the evaluation panel viewed as serious deficiencies by not providing detailed staffing plans, proposing a General Manager with no transit experience, not identifying an operating/maintenance facility, not identifying their fleet, and not proposing substantial safety and driver credentialing programs. SMS' technical score reflects these deficiencies.

Given the expansion of the program from one service area to six, the projected number of trips to be provided annually by MV, under a new contract, will naturally increase. As the table below illustrates, the projected fully loaded cost per trip will also increase significantly as we expand the Parents with Disabilities service model to cover the entire County.

Year	Number of Trips	Total Annual Cost	Fully Loaded Cost Per Trip
<b>FY19/20 (current)</b>	6,569	\$372,525	\$56.86
<b>Start-Up</b>		\$130,613	
<b>Year 1</b>	19,925	\$2,867,571	\$143.92
<b>Year 2</b>	24,018	\$3,322,096	\$138.32
<b>Year 3</b>	29,044	\$4,069,144	\$140.10
<b>Year 4</b>	34,853	\$4,761,613	\$136.62
<b>Year 5</b>	41,824	\$5,871,414	\$140.38

### **MV Transportation, Inc. (MV)**

Founded in San Francisco, MV is a transit company with over 40 years of experience. It specializes in paratransit, campus and corporate shuttling, and student transportation services. MV has had multiple contracts with Access over the past twenty years and has been providing Parents with Disabilities service in the Northern service area since the pilot's inception in 2013.

Notably, relevant work by MV includes management of three separate programs. The first program is the Dallas Area Rapid Transit (**DART**) Mobility Management Services program. In the last two years, MV integrated TNC service into DART's first paratransit pilot program. Under that paratransit pilot program, MV outsources paratransit service to Lyft for a group of riders who have opted into the system.

The second program is the Los Angeles Department of Transportation's paratransit service, Cityride. This paratransit service is a reservations-based, curb-to-curb paratransit service available for eligible persons with disabilities and persons aged 65 or older.

The third program, in Phoenix, is Alternative Transportation Services. Falling under this general umbrella, MV provides ADA complementary service, while coordinating with private taxi companies who provide several taxi subsidy programs. The subsidy programs include the Senior Cab, ADA Cab, Senior Center Shuttle, Taxi Program for Employment, and Taxi Program for Dialysis.

Proposed project staff include a full-time general manager and call center manager. The proposed general manager has 15 years of experience, while the call center manager has three years of experience. Both managers possess cross-disciplinary experience in a wide range of subjects that include project administration, regulatory compliance, fare collection, transit operations and planning, transit scheduling and dispatching, vehicle facilities, customer service, and accounting and reporting requirements. Together, the two managers will be supported by a regional management team who possess over 40 years of combined technical experience.

NOVEMBER 26, 2019

TO: BOARD OF DIRECTORS  
 FROM: F SCOTT JEWELL, DIRECTOR OF ADMINISTRATION  
 RE: UPCOMING BOARD ITEMS

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**ISSUE:**

The following items are tentatively scheduled to be addressed by the Board through March 2020 at the regularly scheduled Board meetings.

**January 13, 2020**

<b>Agenda Items:</b>	<b>Disposition:</b>
Local Advocacy Services Contract Award	Action
Vehicle Decal Contract Award	Action

**February 10, 2020**

<b>Agenda Items:</b>	<b>Disposition:</b>
Oracle Support Services Contract	Action
Mail and Fulfillment Services Contract Extension	

**March 9, 2020**

<b>Agenda Items:</b>	<b>Disposition:</b>
Third Party Administration Services Contract Award	Action
Financial Services Software and Services Contract Award	Action