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December 4, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO SHUTTLE BUS SERVICES AGREEMENT WITH PCAM, LLC, dba PARKING COMPANY OF AMERICA (SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

Request approval of Amendment to increase the County maximum obligation under the Proposition A Agreement with PCAM, LLC, dba Parking Company of America for shuttle bus services at Harbor-UCLA Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the continued provision of Shuttle Bus Services, as described herein, may continue to be performed more economically by an independent contractor.
2. Approve and instruct the Chairman to execute Amendment No. 6 to Proposition A (Prop A) Shuttle Bus Services Agreement No. 75956 with PCAM, LLC, dba Parking Company of America (PCA), effective upon Board approval, to: (i) increase the County maximum obligation, Exhibit I, by \$2,599 for a revised maximum obligation of \$121,501, for the period ending December 31, 2012, and (ii) increase the County's maximum obligation by \$3,875 for a revised maximum obligation of \$60,491, for the period of January 1, 2013 through June 30, 2013.
3. Delegate authority to the Director of Health Services (Director), or his designee, to execute future amendments to increase the County's maximum obligation by no more than

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 December 4, 2012

Sachi A. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

ten percent of the six-month cost of \$60,491, for an additional cost of \$6,049, and total maximum obligation of \$66,540, for the period January 1, 2013 through June 30, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Proposition A be cost-effective and operationally feasible. The Department of Health Services (DHS) has made that determination and Attachment A provides the cost analysis.

Approval of the second and third recommended actions will allow execution of an amendment, substantially similar to Exhibit I, to increase the County's maximum obligation for the period of January 1, 2012 through December 31, 2012. Harbor-UCLA Medical Center (H-UCLA MC) temporarily increased use of shuttle bus services to mitigate the impact of access and parking closures, caused by construction activities at the H-UCLA MC campus, on patients, staff and visitors. The current Agreement only allows for a five percent increase in the maximum obligation. When the additional services were implemented, the delegated authority to increase the maximum obligation by five percent was exercised. However, that increase is only sufficient to cover services through late December 2012. The recommended increase in the Agreement maximum obligation will ensure H-UCLA MC's ability to continue providing this important service without interruption through December 31, 2012.

The current Agreement delegates authority to the Director to extend the Agreement term for a period not to exceed six months. The recommended Amendment includes the extension for a full six-month period, which will allow the Department to complete the Prop A compliant solicitation process and award a successor agreement. Recommendation No. 2 will also increase the County's maximum obligation by \$3,875, for the extended period of January 1, 2013 through June 30, 2013, for a revised six-month maximum obligation of \$60,491. Recommendation No. 3 will provide the option to further increase this maximum obligation by up to ten percent. The immediate increase is necessary as it is anticipated that increased service levels will be needed during early 2013, while the option to increase will allow H-UCLA MC to address any unforeseen needs, e.g., additional staffing and/or bus rental from PCA when County's buses need repair, in an expedient manner.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

With this Amendment, the County's maximum obligation will be increased by \$2,599, from \$118,902 to \$121,501 for the period of January 1, 2012 through December 31, 2012, and by \$3,875, from \$56,616 to \$60,491, for the period January 1, 2013 through June 30, 2013.

Funding is included in DHS' Fiscal Year 2012-13 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has contracted with PCA since 2007 for shuttle bus services, to provide transportation at no cost to patients, staff, and visitors at H-UCLA MC. The bus circulates from the main hospital building to 26 specialty clinics in 14 outlying buildings, remote staff parking lots, the Metro "park & ride" lot off 110 Freeway Carson exit, and, upon requests of patients, to the Lomita Family Health Center located approximately three miles offsite from H-UCLA MC. Through subsequent amendments, DHS has increased the maximum obligation for additional service hours, and extended the term of the Agreement through December 31, 2012.

On June 11, 2012, Amendment No. 4 was issued to expand regular service hours up to a maximum of fourteen (14) shuttle bus service hours for the implementation of H-UCLA MC's Ambassador pilot period of June 11, 2012 through August 31, 2012. On July 19, 2012, Amendment No. 5 was issued to exercise the delegated authority, approved by the Board on November 29, 2011, to increase the annual maximum obligation by 5 percent, and amend the Agreement to temporarily extend service hours for a construction project beginning July 19, 2012 through September 24, 2012.

It has been determined that the provision of services by the Contractor under the Agreement is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Contractor is in compliance with the Living Wage Program requirements.

The County may terminate the Agreement for convenience with ten days' prior written notice. County Counsel has reviewed and approved Exhibit I as to use and form.

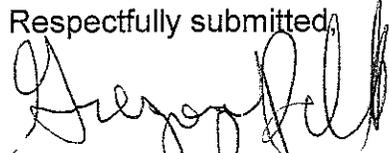
CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to ensure the ongoing shuttle bus services at H-UCLA MC for patients, staff, and visitors.

Respectfully submitted,



file Mitchell H. Katz, M.D.
Director

MHK:az

Enclosures (2)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Attachment A

Shuttle Bus Services
Harbor-UCLA Medical Center
Proposition A Contracting

Cost Effective Analysis
Fiscal 2012-13

COUNTY COSTS

3 Clinic Drivers	
Salaries (@\$39,564 annual; w/5th variance @\$38,323.75)	\$114,971
Benefits (Harbor - 40.94%)	<u>\$47,069</u>
Total County Costs:	\$162,040

AVOIDABLE COUNTY COSTS **\$162,040**

CONTRACT COSTS

Regular Hours

Day rate 6:15 am - 6 pm (\$21.50) x 11 hours and 45 minutes	\$252.63
Night rate 6 pm - 1 am (\$23) x 7 hours	<u>\$161.00</u>
Daily Rate	\$413.63
Annual Costs (\$413.63 x 5 days x 52 wks)	\$107,543

Extended Hours

Saturdays/Sundays/Holidays	
Annual Costs (\$25 x 75.6 hours)	\$1,890

Back-up Bus Rental

Annual Costs (\$200 x 40 days)	\$8,000
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As-Needed Additional Service Hours and Bus Rentals \$6,474

TOTAL CONTRACT COSTS **\$123,907**

Annual Savings from Contracting **\$38,134**

This cost analysis was based on the A/C guidelines and methodologies.

**SHUTTLE BUS SERVICES CONTRACT
AMENDMENT NO. 6**

This Amendment is made and entered into this 4th day of December, 2012 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and PCAM, LLC dba PARKING COMPANY OF AMERICA (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "SHUTTLE BUS SERVICES CONTRACT", dated January 1, 2007, and further identified as County Contract No. 75956 and any amendments thereto (hereafter referred to as "Contract"); and

WHEREAS, it is the intent of the parties hereto to amend the Contract to increase the annual maximum obligation by \$2,599 for the period of January 1, 2012 through December 31, 2012, to increase bus service schedule, to modify the insurance requirements, to extend the term through June 30, 2013, and make the changes described hereinafter; and

WHEREAS, Contract provides that changes in accordance with Subparagraph 8.4, AMENDMENTS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall commence and become effective upon execution.
2. Paragraph 4.0, TERM OF CONTRACT, shall be deleted in its entirety and replaced by the following:

"4. TERM OF CONTRACT

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75956 SUPPLEMENT 3

- 4.1 The term of this Contract shall commence on January 1, 2007 and shall continue in full force and effect to and including June 30, 2013, unless sooner canceled or terminated as provided herein.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Contract term extension option.”
3. Subparagraphs 5.1, of Contract Paragraph 5, CONTRACT SUM, shall be deleted in its entirety and replaced by the following:
- “5.1 The Contract Sum under this Contract shall be the total monetary amount payable to Contractor for supplying shuttle bus services, and all other work specified under this Contract, as authorized by County hereunder and shall not exceed Seven Hundred Ten Thousand, Two Hundred Seventy-Five Dollars (\$710,275), allocated as follows:
- 5.1.1 For the period January 1, 2007, through December 31, 2011, the Contract Sum shall not exceed Five Hundred Twenty-Eight Thousand, Two Hundred Eighty-Three Dollars (\$528,283);
- 5.1.2 For the period January 1, 2012 through December 31, 2012, the Contract Sum shall not exceed One Hundred Twenty-One Thousand, Five Hundred One Dollars (\$121,501).
- 5.1.3 For the period January 1, 2013 through June 30, 2013, the Contract Sum shall not exceed Sixty Thousand Four Hundred Ninety-One Dollars (\$60,491).

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4. Subparagraph 8.23.3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"8.23.3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

5. Subparagraph 8.23, General Insurance Requirements, is modified to add the following:

"8.24.7 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

W

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By *[Signature]*

APPROVED AS TO FORM:

John Krattli
County Counsel

By *[Signature]*

COUNTY OF LOS ANGELES

By: *[Signature]*
Chair, Board of Supervisors

CONTRACTOR

[Signature]

By: *[Signature]*
Signature

Eric Chavez
Printed Name

[Signature]
Title

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 DEC 04 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

75956 SUPPLEMENT 3

**SHUTTLE BUS SERVICE SCHEDULE AND CAMPUS MAP
(9/25/12 - 12/31/12)**

The shuttle bus provides intra-campus service and circulates the Harbor-UCLA Medical Center's (H-UCLA MC) campus between the main hospital, parking lots, outpatient clinic buildings, and the Family Medicine Clinic, Monday – Friday (6:15 am – 1:00 am). The route schedule and hours of operations are listed below.

Campus Shuttle Schedule Hours:

6:15 am – 6:30 am	Shuttle Bus No. 1 (daily safety inspection)
6:30 am – 7:30 am	Shuttle Bus No. 1 (Park & Ride, Parking Lot V to Bldg. 1 East)
7:30 am – 1:30 pm	Shuttle Bus No. 1 (H-UCLA MC Campus Circulation)
1:30 pm - 2:15 pm	Shuttle Bus No. 1 (Driver out to lunch)
2:15 pm – 4:00 pm	Shuttle Bus No. 1 (H-UCLA MC Campus Circulation)
4:00 pm – 4:15 pm	Shuttle Bus No. 2 (daily safety inspection)
4:15 pm – 9:30 pm	Shuttle Bus No. 2 (H-UCLA MC Campus Circulation, Shuttle Passenger pick-up at 1 st Floor Outpatient Pharmacy - North Exit to on and off-site parking lots sites)
9:30 pm – 10:00 pm	Shuttle Bus No. 2 (Driver out to lunch)
10:00 pm – 1:00 am	Shuttle Bus No. 2 (Shuttle Passenger pick-up at 1 st Floor Outpatient Pharmacy - North Exit to on and off-site parking lots sites)

Shuttle Bus Driver No. 1

From 6:15 am – 6:30 am, Shuttle Bus Driver No. 1 performs the daily safety inspection.

From 6:30 am – 7:30 am, Shuttle Bus Driver No. 1 circulates between Park & Ride and Parking Lot V for passenger pick-up and departure to Building 1 East, located next to the main Hospital and Parlow Library.

From 7:30 am – 1:30 pm, Shuttle Bus Driver No. 1 circulates H-UCLA MC campus. Depending on the services rendered, it takes approximately 25 minutes to circulate the campus. The shuttle stops are identified on the Harbor-UCLA Medical Center (H-UCLA MC) Campus Plan.

From 1:30 pm – 2:15 pm, Shuttle Bus Driver No. 1 is out to lunch.

From 2:15 pm – 4:00 pm, Shuttle Bus Driver No. 1 circulates the H-UCLA MC campus.

Shuttle Bus Driver No. 2

From 4:00 pm – 4:15 pm, Shuttle Bus Driver No. 2 performs the daily safety inspection.

From 4:15 pm – 9:30 pm, Shuttle Bus Driver No. 2 circulates the H-UCLA MC campus with special emphasis for Park & Ride, Parking Lot V, Building 1 East, Building N-24 and other N-Buildings where specialty clinics stay open late and where services are needed.

From 9:30 pm – 10:00 pm, Shuttle Bus Driver No. 2 is out to lunch.

From 10:00 pm - 1:00 am, Shuttle Bus Driver No. 2 is stationed at the 1st Floor Outpatient Pharmacy North Exit. The shuttle service will shuttle passengers to their vehicle designation which includes on and off-site parking lots. Please note no shuttle bus services between 9:30 pm and 10:00 pm as the driver is out to lunch.

Additional Shuttle Service

Shuttle service is available upon request to patients who need transportation to and from Family Medicine located at 1403 Lomita Blvd. in Harbor City. Approximately 5-10 patient shuttle referrals are requested per month. Round trip from H-UCLA MC Campus to the Family Medicine Clinic in Harbor City is 7 miles with the approximate trip time of 25 minutes. If you need additional information, you may contact Jorge Diaz in Facilities Management, 6:00 am – 3:30 pm at (310) 222-3301.