

Project Name: Fiscal Agent Agreement

**FOURTH AMENDMENT TO FISCAL AGENT AGREEMENT
FOR INTERCITY DIAL-A-RIDE SERVICES
BETWEEN CITY OF THOUSAND OAKS
AND THE PARTICIPATING AGENCIES OF THE
EAST COUNTY TRANSIT ALLIANCE CONSISTING OF THE
CITIES OF MOORPARK, SIMI VALLEY, AND COUNTY OF VENTURA**

Contract No. 10953-2015

This FOURTH AMENDMENT to the Agreement for InterCity Dial-A-Ride (DAR) services, entered into between **CITY OF THOUSAND OAKS**, a municipal corporation, (hereinafter “City”) and **PARTICIPATING AGENCIES OF THE EAST COUNTY TRANSIT ALLIANCE** (hereinafter “Agencies”), dated June 9, 2015 (hereinafter “Contract”), and as amended on July 12, 2016, June 19, 2018, and June 25, 2019, is made and entered into this 20th day of June 2023.

RECITALS

- A. With the Third Amendment to the Contract, the parties expressed an intention for the Contract to run concurrently with the City’s contract for Transit Operations Services with MV Transportation, Inc. (“Contractor”), Contract 12072-2019 (“Base Contract”).
- B. Base Contract was for a four-year period ending June 30, 2023, and permits up to two, two-year extensions.
- C. As allowed by contract, the City and Contractor have mutually agreed to extend the Base Contract by two years to June 30, 2025.
- D. Increased wages and labor market forces have impacted the local labor market and existing contract specified wages are below current market for similar agencies and positions.
- E. To remain competitive with other local operators and attract qualified staff, Contractor needs to increase wages, at increased cost to the Contractor, resulting in rates higher than approved in Third Amendment.
- F. In addition, the parties have revised the billing method for Management Fees and are in need of memorializing those changes.

- G. City and Agencies wish to make the above referenced amendments to the Contract while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. The City and Agencies agree to extend Contract 10935-2015 as amended for two years to reflect a new termination date of June 30, 2025.

Part 2. Exhibit C-1, Schedule of Fees, is hereby replaced with a new Exhibit C-2, Revised Schedule of Fees, attached hereto and incorporated herein by reference.

Part 3. Exhibit D, Section 3(a) Maximum Rate, CPI calculation, a new sentence at the end of the paragraph is added as follows: *Year One of the first contract extension, no CPI adjustment. Year Two of the first contract extension, CPI adjustment shall not be less than three percent but shall not exceed five percent using the described calculation method above.*

Part 4. All terms used in Parts 1, 2, and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2, and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract as written and previously amended, shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

Signatures on following pages

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor
City of Thousand Oaks, California

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Assistant City Attorney

CITY OF MOORPARK

Date: _____

By: _____
Chris R. Enegren, Mayor

APPROVED AS TO ADMINISTRATION

By: _____
Troy Brown, City Manager

ATTEST:

By: _____
Ky Spangler, City Clerk

CITY OF SIMI VALLEY

City of Simi Valley,
A Municipal Corporation

Attest:

Lucy Blanco, City Clerk

By: _____
Fred D. Thomas, Mayor of the City of
Simi Valley, California

Approved as to Form:

David L. Caceres, City Attorney

Approved as to Content:

Brian Paul Gabler, City Manager

Ronal K. Fuchiwaki
Public Works Director

Carolyn J. Johnson
Administrative Services Director

COUNTY OF VENTURA

, Chair
Board of Supervisors
County of Ventura

ATTEST:

,
Clerk of the Board of
Supervisors County of
Ventura, State of California

By: _____
Deputy Clerk of the Board

EXHIBIT C-1

REVISED SCHEDULE OF FEES

Billing shall be calculated on a “per-ride” basis based on a revenue hour calculation according to National Transportation Database definition of “revenue hour” as exists on July 1, 2019. In addition to revenue hour expenses, City shall bill for proportional costs of fuel, vehicle leases, and vehicle maintenance. Separately, the City shall bill an annual “Management Fee” (see below). Additionally, bonus payments of up to two percent of revenue hour billings may be earned by contractor for exceptional service. Bonus payment earned by contractor will be billed by City to County at the rate earned, 0.5 – 2.0 percent, on the same proportional basis as billing, as a separate line item.

Contract Extension Year One (July 1, 2023 – June 30, 2024):

\$117.10 - MV billing rate per revenue hour

Contract Extension Year Two (July 1, 2024 – June 30, 2025):

Year one rate plus CPI adjustment of not less than three and not more than five percent.

The number of billed rides shall be determined by taking the total number of rides performed (on a per-person basis, regardless of fare type) for ECTA InterCity Dial-a-Ride services in a month and applying the number of rides to each individual agency’s portion of total rides provided. For “other” rides, which are those rides not assignable to any specific agency, each agency shall share the ride costs equally (quarters). Any applicable grant offsets shall be applied on a per ride basis as billed, until grant funding is exhausted.

Each agency shall pay in the same proportion as rides for vehicle leases, maintenance, and fuel as for revenue hours as a separate charge for each item. Any applicable grant offsets shall be applied in 12 equal credits, applied on a calendar year basis, until grant funding is exhausted.

Costs for fuel, vehicles leases, and maintenance shall be at “billed” charges by the contractor and/or the City’s Fleet Division including all usual and customary markups paid by the transit program.

City shall charge an annual Management Fee. Management Fee shall consist of wage and benefit charges for staff management and billing, proportional shares of Maintenance and Operations costs at the Transportation Center and Municipal Service Center, Cost Allocation expenses, and Trapeze Software expenses, billed on a proportional basis by ridership. Expenses shall be specific to Fund 121, Project 5550 (ECTA), or where applicable in Fund 651, Project 5550 (TOT DAR).

Billing of Management Fees will be done at fiscal year-end, as part of June invoicing. Costs are estimated only and are subject to change. Should the expected year-end costs exceed twenty percent of the estimate below, ECTA Management Committee shall be notified by City as soon as reasonably practical.

Management Fees - FY 23-24 (estimated)

	Rate	Quantity	Unit	Total Cost
Senior Transit Analyst (2.5% FTE)	\$ 86.67	26	Hours	\$ 4,506.84
Assistant Transit Planner (5.0% FTE)	\$ 58.18	104	Hours	\$ 3,025.36
Accounting Specialist (5.0% FTE)	\$ 53.60	104	Hours	\$ 5,574.40
Maintenance & Operations (TOTC)	\$155,271	11.34%	-	\$17,607.73
Cost Allocation/Insurance (ECTA)	\$ 53,580	-	-	\$53,580.00
Trapeze Expenses	\$ 44,961	21.25%	-	\$ 9,554.21
Ancillary Charges (Brochures, etc.)	\$ 1,500			\$ 1,500.00
Staff and Direct Costs				\$95,348.54

In the event Liquidated Damages are levied for failure to meet required Performance Measures, Agencies shall be entitled to a credit on their next monthly invoice equal to their proportional share the Liquidated Damages levied and collected by the City.