

Project Name: Westlake DAR

**FIRST AMENDMENT TO
AGREEMENT FOR TRANSIT SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND CITY OF WESTLAKE VILLAGE**

Contract 12103-2019

THIS FIRST AMENDMENT to the Agreement for Transit Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation (hereinafter referred to as "City"), and **CITY OF WESTLAKE VILLAGE** (hereinafter referred to as "Westlake") and dated June 25, 2019, is made this 20th day of June 2023.

RECITALS

- A. Contract 12103-2019 was intended to run concurrently with the City's contract for Transit Operations Services with MV Transportation, Inc., 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 currently approved.
- F. In addition, the parties have revised the billing method for Management Fees and are in need of memorializing those changes.
- G. City and Westlake 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 Westlake agree to extend Contract 12103-2019 for two years and Section 5 of the Contract is hereby amended to reflect a new termination date of June 30, 2025.

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

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 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 First Amendment to Contract as of the date set forth above.

CITY OF WESTLAKE VILLAGE

CITY OF THOUSAND OAKS

Date: _____

By: _____
Ray Pearl, Mayor

Kevin McNamee, Mayor

ATTEST:

By: _____
Antoinette Mann, City Clerk

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

By: _____
Rob de Geus, City Manager

Andrew P. Powers, City Manager

APPROVED AS TO FORM:

Richards, Watson & Gershon
A Professional Corporation

**APPROVED BY
DEPARTMENT HEAD:**

Clifford G. Finley
Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl
Assistant City Attorney

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the City of Thousand Oaks City Council on the date cited above.

EXHIBIT B-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, 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 Westlake 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):

\$97.97 - 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 revenue hours billed shall be determined by taking the total number of revenue hours contractor bills for Thousand Oaks Transit (local) Dial-a-Ride services in a month and applying a percentage of hours proportional to the Westlake portion of rides provided to the total number of rides provided. Calculation of billable hours by percentage shall be to two decimal places.

Westlake shall pay the same proportion for vehicle leases, maintenance, and fuel as for revenue hours as a separate charge for each item.

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 and/or billed hours for all transit programs operated by Thousand Oaks Transit.

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, Westlake shall be notified by City as soon as reasonably practical.

Management Fees - FY 23-24 (estimated)

	Rate	Quantity	Unit	Total Cost
Transit Program Manager (1.25%)	\$ 86.67	26	Hours	\$ 2,253.42
Accounting Specialist (1.25%)	\$ 53.60	26	Hours	\$ 1,393.60
Maintenance & Operations (TOTC)	\$155,271	1.54%	-	\$ 2,391.17
Maintenance & Operations (Misc.)	\$ 27,040	4.13%	-	\$ 1,116.75
Cost Allocation/Insurance (Other DAR Services)	\$ 46,763	31.3%	-	\$14,636.82
Trapeze Expenses	\$ 44,961	4.13%	-	\$ 1,856.89
Staff and Direct Costs				\$23,648.65

Optional Work as described in Exhibit "A" shall be charged at a mutually agreed upon price at the time the work is requested, up to a total of \$5,000 per contract year. Optional work beyond that figure will require a formal amendment of the Agreement's not-to-exceed amount.

In the event Liquidated Damages are levied for failure to meet required Performance Measures, Westlake 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.